# Information statement for Specialist Disability Accommodation residents entering into a Residential rental agreement

This Information statement accompanies your Residential Rental Agreement (your Agreement). Your Agreement sets out your rights and responsibilities in relation to your rented premises that are provided to you (the Resident) by the Specialist Disability Accommodation (SDA) provider.

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| For the purposes of Part 12A of the *Residential Tenancies Act 1997*:**SDA Residents** are people with a disability who:* receive or are eligible to receive funded daily independent living support, and
* reside or propose to reside in supported disability housing (including SDA enrolled dwellings or other permanent supported disability housing with similar characteristics).

SDA Residents can include:* National Disability Insurance Scheme (NDIS) participants with SDA funding
* NDIS participants without SDA funding but who receive funded daily independent living support, for example Supported Independent Living (SIL) funding or in home support funding
* people with Transport Accident Commission (TAC) funding for daily independent living support
* people with Workcover funding for daily independent living support
* people funded under the Disability Support for Older Australians program.

**SDA providers** are owners or leaseholders of SDA dwellings that are let under an SDA residency agreement or Residential rental agreement. SDA providers include:* registered NDIS providers, whose dwellings are enrolled with the NDIA
* registered NDIS providers or other providers of supported disability housing whose dwellings are not enrolled but are used to deliver funded daily independent living supports.

**SDA dwellings** include SDA enrolled dwellings and other permanent supported disability housing with similar characteristics. |

In your Agreement you are called the ‘Renter’ and the SDA provider is called the ‘Rental Provider’.

You must receive this Information statement at least **seven days** before you enter into an Agreement or consent to a sub-lease of an SDA dwelling (the rented premises). It is an offence for the SDA provider to fail to give you a copy of this Information statement.

The SDA provider must explain this Information statement to you in a language, mode of communication and terms you are likely to understand. If it will help you, the SDA provider must explain it orally and in writing.

You can ask for support from anyone or anything to help you understand your Agreement. You can ask a family member, carer, guardian, advocate or anyone else you choose, or the SDA provider can choose a support person for you if you haven’t chosen anyone. The SDA provider must also give a copy of this Information statement to your support person.

## Standard form Agreements

There are three types of Agreements:

* a fixed term Agreement of five years or less, which has a set end date
* a fixed term Agreement of more than five years, which has a set end date
* a periodic (‘month to month’) Agreement which has no end date.

The National Disability Insurance Scheme (Specialist Disability Accommodation Conditions) Rule 2018 (SDA Rule), made under the *National Disability Insurance Scheme Act 2013* of the Commonwealth (NDIS Act), requires that your Agreement be in writing. If your Agreement is in writing, it must be a standard form Agreement prepared under the *Residential Tenancies Act 1997* (the Residential Tenancies Act). It is an offence for an SDA provider to prepare an Agreement that is not in the standard form.

There is a standard form Agreement for a fixed term of five years or less (Form 1) and a standard form Agreement for a fixed term of more than five years (Form 2).

* If you and the SDA provider enter into a fixed term Agreement of five years or less then you must use Form 1
* If you and the SDA provider enter into a fixed term Agreement of more than five years then you may use either Form 1 or Form 2

There are important differences between Form 1 and Form 2 because some of the clauses of Form 2 vary the requirements of the Part 2 of the Residential Tenancies Act. If you are unsure which form to use, you can ask a family member, carer, guardian, advocate or anyone else you choose for support.

## Disclosures and representations

Rental application forms must include an Information statement that educates Residents, SDA providers and agents about unlawful discrimination under the *Equal Opportunity Act 2020*.

SDA providers cannot ask you inappropriate questions in a rental application. These include questions about an applicant’s bond history and whether the applicant had previously had a legal dispute with a rental provider.

SDA providers are prohibited from inducing you to enter into an Agreement by misleading or deceptive conduct. Before entering into your Agreement, the SDA provider must disclose whether the property is on the market for sale, is being repossessed, if they are not the owner of the property, and whether the rented premises comply with rental minimum standards.

It is an offence under the Residential Tenancies Act for a person to misrepresent how the Act applies to you, misrepresent any of the terms of your Agreement, or to misrepresent people’s rights and duties under your Agreement or the Act. It is also an offence for a person to threaten or intimidate you, to persuade you not to exercise your rights or take proceedings to enforce your rights.

## Entering into your Agreement

Before you sign the Agreement, the SDA provider must give you a copy of the unsigned Agreement. You should read it carefully and make sure you understand it.

You and your SDA provider must both sign the Agreement. Some SDA providers may be represented by an agent, who will sign the Agreement on behalf of the SDA provider.

You should have a copy of your signed Agreement within **14 days** of signing the Agreement (and your guardian or administrator may have a copy).

The SDA provider must also give you a copy of the [Renters guide](https://www.consumer.vic.gov.au/library/publications/housing-and-accommodation/renting/renting-a-home-a-guide-for-tenants-word.docx) on or before the day you move into the rented premises. This booklet can be provided to you electronically if you consent. This booklet sets out detailed information on your rights and duties at the beginning of, during or end of your Agreement.

## Additional terms

Extra terms and conditions may be included in the Agreement if you and your SDA provider agree and the term is not a prohibited term. It is an offence to include a prohibited term in an Agreement. You can find a list of prohibited terms at [Residential rental agreements - Consumer Affairs Victoria](https://www.consumer.vic.gov.au/housing/renting/starting-and-changing-rental-agreements/different-rental-agreements/residential-rental-agreements) <consumer.vic.gov.au/housing/renting/starting-and-changing-rental-agreements/different-rental-agreements/>

If you find that a term of your Agreement is harsh or unconscionable, you can ask for it to be reviewed by the Victorian Civil and Administrative Tribunal (VCAT).

## Extending your Agreement

If the Agreement is a fixed term Agreement (Form 1):

* with a set end date, the Agreement is automatically extended as a periodic (‘month to month’) tenancy following the end date, unless you or the SDA provider terminate it in accordance with the Residential Tenancies Act, or
* with no set end date, the Agreement will continue until terminated in accordance with the Residential Tenancies Act.

In order to comply with the SDA Rule, we recommend that you and the SDA provider enter into another Agreement using Form 1 before or as soon as possible after your Agreement is terminated (to avoid your Agreement becoming a periodic tenancy).

It is a condition of registration for SDA providers under the SDA Rule that registered SDA providers of SDA have a written Agreement with residents. Failure to comply with the SDA Rule will provide grounds for the National Disability Insurance Scheme Quality and Safeguards Commission (NDIS Commission) to consider revoking the SDA provider’s registration to provide SDA.

If the Agreement is a fixed term Agreement of more than five years and you use Form 2, you and the SDA provider can extend the Agreement for a specified period by completing Part F of that Agreement.

## Your SDA provider and your daily independent living support provider

Your SDA provider provides your dwelling to you under your Agreement.

Your daily independent living support provider supports or supervises your daily tasks, so that you can live as independently as possible. Your daily independent living support provider is the person who assists you each day in your dwelling. You may have more than one daily independent living support provider. In some circumstances your SDA provider and your daily independent living support provider may be from the one organisation.

The SDA Rule, made under the NDIS Act, requires that (where possible) your SDA provider has written arrangements with you and your daily independent living support provider(s) that:

* help everyone work together to ensure smooth delivery of services, and
* set out your rights and responsibilities, and the rights and responsibilities of your SDA provider and daily independent living support provider(s).

## Your duties

You should regard the rented premises as your home, and you have several duties as a Renter which help to keep it as a home.

* You must pay your rent when it is due.
* You must not use the rented premises for an illegal purpose.
* You must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
* You must take reasonable care to avoid damaging the rented premises, and you must notify the SDA provider of any damage as soon as is practicable.
* You must maintain the rented premises in a reasonably clean condition.
* You must not remove or interfere with the operation of prescribed safety devices (i.e. smoke alarms).
* You must get the agreement of the SDA provider before you make modifications to the rented premises (other than modifications that can be made without consent), and you must restore the rented premises to its original condition (subject to fair wear and tear) at the end of the Agreement.

Note: If the Agreement is a fixed term Agreement of more than five years and you use Form 2, you and the SDA provider can agree to the installation of fixtures or other modifications by completing Part F.

## Breach of duty notice

If you breach any of these duties, the SDA provider can give you a Breach of duty notice. The notice will specify the breach, the loss or damage (if any) caused, and that you must fix the breach or pay compensation within the required time.

If you do not fix the breach or pay any amount to the SDA provider in compensation if requested to do so in the Breach of duty notice, the SDA provider can take you to VCAT for an order that you fix it or pay the compensation.

## Repairs and maintenance

### Modifications

You can make certain modifications to the rented premises without the SDA provider’s consent, such as installing picture hooks or screws for wall mounts, shelves or brackets on surfaces other than brick walls and installing blind or cord anchors.

There are other modifications for which the SDA provider cannot unreasonably refuse consent, such as disability-related modifications required under the Equal Opportunity Act 2010.

To make other modifications, you will need the consent of the SDA provider.

### Pets

You can keep a pet at the rented premises with the SDA provider’s consent. You will need to complete a pet request form and give a copy to the SDA provider.

The SDA provider has 14 days from receiving the form to make a decision. If the SDA provider wishes to refuse your request, they will need to apply to VCAT for an order.

### Electrical and gas safety

SDA providers must undertake gas and electrical safety-related activities set out in the Agreement. They must ensure the activities are carried out by a suitably qualified person.

SDA providers must also comply with requirements for keeping and producing records of gas and electrical safety checks conducted at the rented premises.

### Rental minimum standards

The minimum standards cover basic but important requirements relating to amenity, safety and privacy.

SDA providers must ensure the rented premises meets rental minimum standards before you move in. If rented premises does not meet minimum standards after you move in, you can request an urgent repair to trigger compliance.

### Non-urgent repairs

If something in the rented premises is broken, you can give the SDA provider (or the SDA provider’s agent) written notice asking for it to be fixed. This can be a note or a letter.

You can also ask that someone from Consumer Affairs Victoria (CAV) or VCAT look at whether the SDA provider (or the SDA provider’s agent) is maintaining the rented premises. However, you must first give the SDA provider written notice setting out what the problem is with the rented premises. If after **14 days** the SDA provider (or the SDA provider’s agent) has not fixed the problem, you can go to CAV or apply to VCAT for a repairs order.

CAV will look at the problem and negotiate with the SDA provider (or the SDA provider’s agent) to fix the problem and give a report to you and your guardian or administrator (if you have one). Note, however, that CAV may decline to prepare a report if the issue is frivolous or vexatious and does not justify making a report.

VCAT will make an order requiring the SDA provider to carry out non-urgent repairs if the SDA provider has been given notice of the repairs and has not responded within 14 days, or will make an order for the SDA provider to comply with any report issued by CAV.

### Urgent repairs

If your problem meets the definition of ‘urgent repair’, you can ask the SDA provider (or the SDA provider’s agent) straight away and they must arrange to fix it immediately. The SDA provider must give you an emergency contact number to use in the case of urgent repairs.

An ‘urgent repair’ means any work necessary to repair or remedy:

* a burst water service
* a blocked or broken lavatory system
* a serious roof leak
* a gas leak
* a dangerous electrical fault
* flooding or serious flood damage
* serious storm or fire damage
* a failure or breakdown of any essential service or appliance provided for hot water, water, cooking, heating or laundering by the SDA provider
* a failure or breakdown of the gas, electricity or water supply to the rented premises
* a failure or breakdown of any breakdown of a cooling appliance provided by the SDA provider
* a failure to comply with any rental minimum standards
* a failure or breakdown of any safety-related devices, including a smoke alarm or pool fence
* an appliance, fitting or fixture provided by the SDA provider that uses or supplies water and that is malfunctioning in a way that results or will result in a substantial amount of water being wasted
* any fault or damage that makes the rented premises unsafe or insecure, including a pest infestation or the presence of mould or damp caused by the building structure, or
* a serious fault in a lift or staircase.

If you have an urgent repair and you have notified your SDA provider (or the SDA provider’s agent) and do not get a prompt response, you can authorise the urgent repairs to be carried out up to the value of $2,500. Make sure you keep all receipts and a record of your attempts to contact the SDA provider (or the SDA provider’s agent).

You can then give the SDA provider (or the SDA provider’s agent) written notice asking them to pay you back for the cost of the urgent repairs. They have **7 days** to pay from the date they receive the notice.

Remember that some urgent repairs cannot be fixed immediately, and the SDA provider (or the SDA provider’s agent) may have to arrange for someone to fix it as soon as possible but at least within **two days**. If the SDA provider (or the SDA provider’s agent) does not do anything, you can go to VCAT to get an order that it be fixed.

If the SDA provider does not complete the urgent repairs, you cannot afford the repairs or the repairs are going to cost more than $2,500, you can apply to VCAT for a repair order. VCAT will hear an application within two business days and can order the SDA provider (or the SDA provider’s agent) to arrange the repairs or reimburse you for the cost of the repairs.

## Can the SDA provider come into your rented premises?

The SDA provider or their agent can enter your rented premises, but only in specific situations. You can agree to the SDA provider or their agent (and anyone the SDA provider needs to bring along) entering your rented premises but they must enter within **seven days** of getting your agreement.

The SDA provider or their agent (and anyone the SDA provider needs to bring along) can enter the rented premises at any time between 8am and 6pm on any day (other than a public holiday):

* If at least **48 hours**’ notice is given to show the rented premises to a prospective renter, buyer or lender but only if before the SDA provider gave you notice that they propose to enter, they gave you a Notice to vacate or you gave the SDA provider a Notice of intention to vacate the rented premises.
* The SDA provider can hold up to two inspections (including open inspections) for prospective renters per week, within 21 days of the end of your Agreement.
* The SDA provider can conduct sales inspections (including open inspections) up to twice a week, at times reasonably negotiated with you, but only if they have given you a Notice of intention to sell at least 14 days before they want to enter the premises.
* You will be entitled to compensation of either half a days’ rent or $30, whichever is greater, in compensation for each sales inspection that takes place.
* If you are a protected person under family violence or personal safety legislation, you can require that any inspections be by appointment only, rather than open.
* If at least **7 days’** notice is given to produce advertising images and videos of the property. The SDA provider must make a reasonable attempt to arrange a time that suits the renter.
* If at least **24 hours’** notice is given and entry is required:
* to enable the SDA provider to carry out a duty under the Residential Tenancies Act, under your Agreement or under any other Act
* the SDA provider has reasonable grounds to believe you have failed to comply with your duties under Residential Tenancies Act or your Agreement, or
* to enable inspection of the rented premises because of VCAT proceedings relating to family violence or personal violence. The excluded renter may have a representative present at the inspection but must provide the name and contact details of the representative to SDA provider.
* If at least 7 days’ notice is given to you to carry out a general inspection but only if the SDA provider or their agent has not entered and carried out a general inspection within the last **six months**. You must have resided in the rented premises for at least **three months** before the SDA provider or their agent can conduct a general inspection.

If the Agreement is a fixed term Agreement of more than five years and you use Form 2, the SDA provider can only conduct a general inspection of the rented premises once every **12 months** and must provide you with **14 days**’ written notice of the inspection.

If the SDA provider must give you notice that they are proposing to enter the rented premises, the SDA provider can send you the notice by post or by handing it to you personally. The notice must state why the SDA provider or their agent (or the SDA provider’s agent) needs to enter.

If during the entry your goods are damaged, you can go to VCAT to get an order for compensation.

## Rent

A rental property must be advertised at a fixed amount. A property cannot be advertised for rent with the costs listed within a price range.

If you pay rent weekly, the SDA provider cannot ask you to pay more than **14 days**’ rent in advance. Otherwise, the SDA provider can only ask you to pay one month’s rent in advance, unless the weekly rent is more than $900.

You and the SDA provider can agree to pay the rent weekly, fortnightly or monthly in your Agreement.

The SDA provider must provide at least one reasonably available fee-free method of paying rent (not including any bank fees or account keeping fees). The SDA provider must also allow you to pay your rent using the Centrepay bill paying service.

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| **For NDIS SDA-eligible participant residents living in an SDA enrolled dwelling only**If you are an NDIS SDA-eligible participant resident living in an SDA enrolled dwelling, the *National Disability Insurance Scheme (Specialist Disability Accommodation) Rules 2020* (‘SDA Rule 2020’), made under the NDIS Act, together with the *NDIS Pricing Arrangements for Specialist Disability Accommodatio*n, provide for the ‘maximum reasonable rent contribution’ (MRRC) that registered SDA providers can receive from you. **The maximum amount of rent if you do not share a bedroom**Whether or not you receive the Disability Support Pension and no matter your age, your MRRC (single) must not exceed:* 25 per cent of the maximum basic rate of the Disability Support Pension payable for a person who is not under 21 and not a member of a couple
* plus 25 per cent of the maximum rate of the Pension Supplement payable for a person who is not under 21 and not a member of a couple
* plus 100 per cent of the maximum rate of Commonwealth Rent Assistance payable for a person who is not under 21 and not a member of a couple and not sharing.

**The maximum amount of rent if you share a bedroom with your partner**Whether or not you receive the Disability Support Pension and no matter your age, your MRRC (member of a couple) must not exceed:* 25 per cent of maximum basic rate of the Disability Support Pension payable for a person who is not under 21 and is a member of a couple
* plus 25 per cent of the maximum rate of the Pension Supplement payable for a person who is not under 21 and is a member of a couple
* plus 100 per cent of the maximum rate of Commonwealth Rent Assistance payable for a person who is not under 21 and is a member of a couple and not sharing.

In exceptional circumstances, you may make a discretionary contribution over the MRRC. For further information refer to: [SDA pricing and payments | NDIS](https://www.ndis.gov.au/providers/housing-and-living-supports-and-services/specialist-disability-accommodation/sda-pricing-and-payments#sda-price-guide) <ndis.gov.au/providers/housing-and-living-supports-and-services/specialist-disability-accommodation/sda-pricing-and-payments#sda-price-guide>. |

You can ask for a receipt when you pay the rent, and if you pay it to the SDA provider (or the SDA provider’s agent) personally then they must give you a receipt straight away.

The SDA provider can only increase your rent every **12 months**.

If your Agreement is a fixed term Agreement, your rent cannot increase during the fixed term unless the amount of the rent increase or method for calculating the rent increase is specified in the Agreement.

The SDA provider must give you written notice that the rent will increase at least **60 days** before the increased rent is due.

The SDA provider cannot take any of your goods as payment of rent.

If you receive a notice that your rent is going to increase, and you feel that the increase is excessive, you can complain to CAV. You must complain to CAV within **30 days** after receiving the notice that your rent will increase. CAV will investigate the matter and give a report to you, your guardian or administrator (if you have one) and the SDA provider. Note, however, that CAV may decline to prepare a report if the issue is frivolous or vexatious and does not justify making a report.

After you receive the report you can apply to VCAT for an order that the rent is excessive, but you must apply within **30 days** of receiving the report.

You can apply directly to VCAT without first complaining to CAV, but you must apply within **30 days** of receiving the notice that your rent will increase.

## Bond

### Paying the bond

The SDA provider (or the SDA provider’s agent) will probably ask you to pay a bond. A bond acts as a security that you will meet the terms of your Agreement. If you fail to keep the rented premises clean, cause damage or get behind in paying your rent, the SDA provider (or the SDA provider’s agent) may claim some or all of the bond when your Agreement ends.

Your bond cannot be more than one month’s rent unless your weekly rent is more than $900 or VCAT has set a higher bond for the rental property.

The SDA provider must lodge your bond with the Residential Tenancies Bond Authority (RTBA). Bonds can be lodged via the RTBA Online website using an electronic transaction. Once the bond is lodged, the RTBA will send you (and the SDA provider, if they request it) a bond receipt.

### Claiming the bond back

Your bond must be given back to you when you leave the rented premises, unless there is a reason for the SDA provider to make a claim.

If you and the SDA provider agree on how the bond will be divided, a Bond claim form will need to be filled out and submitted to the RTBA. If you have given the RTBA your bank account details, the Bond Claim form is filled in correctly, and the payee signature can be matched against the Bond Lodgement, you should have your bond returned in two to three business days.

You can also initiate the bond claim after your Agreement ends. The RTBA will notify the SDA provider and any other renters on the bond, who have 14 days to contest the claim.

If there is disagreement about the bond, you or the SDA provider can apply to VCAT to determine who is entitled to all or part of the bond. The SDA provider may claim part or all of the bond if, for example, you have damaged the rented premises, or you owe rent.

## Condition report

The SDA provider must give you two copies of the [Condition report](https://www.consumer.vic.gov.au/housing/renting/rent-bond-bills-and-condition-reports/condition-reports) (or one electronic copy) before you move in.

The Condition report can be used as evidence if there is a dispute about who should pay for cleaning, damage, or replacement of missing items.

You must sign the Condition report and note if you disagree with anything in the report.

You must return one copy of the Condition report to the SDA provider (or the SDA provider’s agent) within **five business days** of moving into the rented premises.

## Other charges

You are liable for the following utility costs and charges while living in the rented premises:

* supply or use of electricity, gas or oil that are separately metered (other than the initial connection of the service to the rented premises)
* all charges for the use of any gas bottles (including the supply or hire of the bottles)
* supply of water if the cost is based on the amount of water supplied (if full or part) and the premises are separately metered
* sewerage disposal charges that are separately metered imposed by a water corporation under the *Water Act 1989* (Water Act), and
* use of bottled gas.

The SDA provider is liable for the following utility costs and charges in respect of the rented premises:

* initial connection of electricity, water, gas, bottled gas or oil supply service
* supply or use of electricity, gas (expect bottled gas) or oil by the renter that are not separately metered
* supply of water if the cost is not based on the amount of water supplied or the premises are not separately metered
* sewerage disposal charges imposed by a water corporation under the *Water Act 1989*, where the premises are not separately metered
* supply of sewerage services
* supply or use of drainage services, and
* supply or hire of gas bottles.

## Duties of the SDA provider

The SDA provider has a number of specific duties in relation to you and the rented premises.

* The SDA provider must ensure that the rented premises are vacant and in a reasonably clean condition on the day you move in.
* The SDA provider must ensure the rented premises comply with rental minimum standards on the day you move in.
* The SDA provider must take all reasonable steps to ensure that you have quiet enjoyment of the rented premises.
* The SDA provider must ensure that the rented premises are maintained in good repair. If the SDA provider owns or controls any common areas, the SDA provider must take reasonable steps to ensure that the common areas are maintained in good repair.
* The SDA provider must undertake any safety-related activities and maintenance set out in the Agreement.
* The SDA provider must keep and produce records of gas and electrical safety checks.
* The SDA provider must ensure that the rented premises:
* has locks to secure all windows capable of having a lock, and
* has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock.

If the SDA provider does not carry out these duties, you can give them a Breach of duty notice. The Breach of duty notice must set out the breach and require it to be fixed or seek money as compensation. If the SDA provider does not fix the problem or pay you the compensation, you can apply to VCAT for an order for the problem to be fixed or money paid.

## Transferring or sub-letting the rented premises

You must ask the SDA provider and get their consent in writing if you want to:

* transfer the Agreement (leave and have found someone else to take over the remaining period of your tenancy), or
* sub-let the rented premises (rent out all or part of the rented premises to another person or people).

The SDA provider must not:

* unreasonably withhold consent to transfer or sub-let the rented premises, or
* demand or receive a fee or payment for consent, other than reasonable expenses incurred by the transfer.

If the SDA provider withholds consent and you think this is unreasonable, then you can apply to VCAT for a determination that consent of the SDA provider is not required to transfer or sub-let the rented premises.

## When does your Agreement end?

Your Agreement for your accommodation in the rented premises can end in a number of circumstances, including:

* You agree with the SDA provider to end the Agreement
* You leave the rented premises with the consent of the SDA provider
* You give a Notice of intention to vacate the rented premises
* You die and you are the only renter
* You abandon the rented premises or VCAT makes an order that you have abandoned the rented premises
* The SDA provider gives you a Notice to vacate and you vacate the premises or a possession order is granted
* The SDA provider or resident has given a Notice of termination to terminate the Agreement because the rented premises are:
* not vacant
* not in good repair
* totally destroyed
* partly destroyed and unsafe
* do not meet any rental minimum standards
* unfit to live in
* not legally available as a residence, or
* not available for occupation.
* VCAT terminates the Agreement and creates a new Agreement because of family violence or personal violence
* You have been given a possession order from VCAT to move out of the rented premises
* The rented premises are sub-let and a Notice to vacate is given
* A person who is the owner of the rented premises gives you a Notice to vacate
* A person who has a mortgage over the rented premises gives you a Notice to vacate
* VCAT terminates the Agreement because of coercion or deception of an SDA resident
* VCAT terminates your Agreement.

## Notice of revocation

In the case of an SDA enrolled dwelling, if the SDA provider’s registration with the NDIS is revoked or the rented premises cease to be an enrolled SDA dwelling, the SDA provider must give you a written Notice of revocation within **five days**.

The notice must state that you may give the SDA provider a Notice of intention to vacate the rented premises with a shortened notice period. Refer to the ‘Notice of intention to vacate’ section below for more information.

## Notice of termination

If you have not yet moved into the rented premises, you can also give the SDA provider a Notice of termination to terminate the Agreement if the rented premises are:

* not vacant
* not in good repair
* totally destroyed
* partly destroyed and unsafe
* do not meet any rental minimum standards
* unfit to live in
* not legally available as a residence, or
* not available for occupation.

The SDA provider can also give a Notice of termination, if you have not moved in and the rented are premises unfit to live in, totally destroyed, or partly destroyed and unsafe.

## Notice to vacate

The SDA provider can ask you to leave at the endof the first term of your fixed term Agreement, but they must give you a Notice to vacate with at least:

* **60 days**’ notice if it is the end of a fixed term Agreement of less than six months
* **90 days**’ notice if it is the end of a fixed term Agreement of between six months and five years, or
* **120 days**’ notice if it is the end of a fixed term Agreement of more than five years.

After the first term of your Agreement ends, the SDA provider can only terminate your Agreement for a specified reason provided for in the Residential Tenancies Act. The SDA provider can give you a Notice to vacate before your fixed term Agreement ends, for one of the reasons in the table below. Each reason has a required minimum notice period as set out in the table.

If you receive this Notice you must move out of the rented premises on or before the last day of the notice period.

Reasons for giving a Notice to vacate include:

| **Notice to vacate reason** | **Minimum notice required** |
| --- | --- |
| You or your visitor intentionally or recklessly causes serious damage, to the premises or common areas | Immediate |
| The premises are unfit for human habitation, destroyed totally, or destroyed to the extent that they are unsafe | Immediate |
| You or your visitor put neighbours, the SDA provider or the SDA provider's agent, their contractors or employees, in danger | Immediate |
| You or anyone else living in the rental property seriously threaten or intimidate the SDA provider, their agent, their contractors or employees | 14 days |
| You did not pay the bond as agreed | 14 days |
| You owe at least 14 days’ rent | 14 days |
| You have sub-let or transferred the rented premises without the SDA provider’s consent | 14 days |
| The premises are being used for illegal purposes | 14 days |
| A child is living at the premises when the Agreement does not allow children | 14 days |
| You have breached a VCAT compensation or compliance order | 14 days |
| You have already been given two ‘Breach of Duty’ notices and the same breach occurs | 14 days |
| The Agreement has a fixed term or set end date and states that you have rented the SDA provider’s own home and the SDA provider will occupy it at the end of the Agreement. This only applies to the first two Agreements entered into.Note: The SDA provider must provide relevant documentary evidence with the Notice to vacate | 14 days |
| You are keeping a pet without consent and VCAT has made an order excluding the pet | 28 days |
| The SDA provider, a member of their immediate family or a dependant who normally lives with the SDA provider will be moving into the rented premisesNote: The SDA provider must provide relevant documentary evidence with the Notice to vacate | 60 days |
| The SDA provider wants to do something else with the rented premises (for example, use them for a business)Note: The SDA provider must provide relevant documentary evidence with the Notice to vacate | 60 days |
| Planned reconstruction, repairs or renovations of the rented premises require you to leaveNote: The SDA provider must provide relevant documentary evidence with the Notice to vacate | 60 days |
| The rented premises are to be demolishedNote: The SDA provider must provide relevant documentary evidence with the Notice to vacate | 60 days |
| The rented premises are to be sold or offered for sale with vacant possession (that is, there are no renters living in the rented premises) when the Agreement ends Note: The SDA provider must provide relevant documentary evidence with the Notice to vacate | 60 days |

## Challenging a notice to vacate

You can apply to VCAT for a review of a Notice to vacate on the basis that:

* you were given the notice due to unlawful discrimination or because you tried to exercise your rights as a renter
* the notice is defective
* the notice was not issued in accordance with the Residential Tenancies Act, or
* the ground for the notice (for example, that repairs are necessary) is not the case.

You must apply to VCAT within the required period. VCAT may confirm the notice or declare it invalid.

## Application to terminate for deception or coercion

If you were coerced or deceived into entering into the Agreement, did not receive this Information statement, or this Information statement was not explained to you, you can apply to VCAT to:

* end your Agreement
* end your Agreement and require the SDA provider to enter into a new Residential Rental Agreement with you and any other persons specified in the application, or
* end your Agreement and require the SDA provider to enter into or establish an SDA Residency Agreement with you and with every other renter listed in your Agreement (if any), as long as all the otherrenters living with you are SDA residents.

An application to terminate an Agreement for deception or coercion of an SDA resident can be also be made on your behalf by your guardian, administrator, the Office of the Public Advocate (OPA) or CAV.

## Notice of intention to vacate

You may give a Notice of intention to vacate to the SDA provider to end your Agreement. Your guardian or administrator may give the notice for you.

The notice must be in writing and you must provide the required minimum notice period as set out in the table below.

Reasons for giving a Notice of intention to vacate include:

| **Notice of intention to vacate reason** | **Minimum notice required** |
| --- | --- |
| The rented premises do not meet minimum standards before you move in | Immediate – We suggest you advise the SDA provider of the problem and allow a reasonable time for a response before giving notice. This will help avoid a dispute later |
| If the rented premises are:* totally destroyed
* partly destroyed and unsafe, or
* unfit to live in
 | Immediate |
| The SDA provider has breached a VCAT compensation and compliance order | 14 days |
| You have already given two ‘Breach of duty’ notices to the SDA provider and the breach has re‑occurred | 14 days |
| You have been given a Notice to vacate for: * repairs
* demolition
* premises to be used for business
* premises to be occupied by rental provider or provider's family
* premises to be sold
* premises required for public purpose, or
* end of fixed term agreement
 | 14 days but VCAT can determine lease break fees if appropriate |
| The SDA provider has refused to make changes so that the rented premises are suitable for someone with disability | 14 days |
| The SDA provider has given you a Notice of revocation because their NDIS registration or SDA dwelling enrolment has been revoked | 14 days |
| You require temporary crisis accommodation, special or personal care, or are offered public housing | 14 days |
| You have been given a Notice of intention to sell the rented premises and were not previously notified of the proposed sale before entering the Agreement | 14 days |
| Any other reason | 28 days, but if you have a fixed term Agreement, the end date on the notice cannot be before the end date of your Agreement. Note: If you provide a date earlier than this, you are breaking the Agreement and may be subject to ‘lease break fees’. |
| A fixed term Agreement of more than five years that is not in Form 1 or Form 2 | 28 days |

You and the SDA provider can agree to end your Agreement early, but it is important to record this in writing.

If you have a fixed term Agreement but need to leave the rented premises early, you should give written notice as soon as possible that you are leaving. Breaking an Agreement may require you to pay compensation (‘lease break fees’) to your SDA provider.

If you end a fixed term Agreement of more than five years early, Form 2 provides for a cap on the amount of unpaid rent which your SDA provider can claim.

## Possession orders

The SDA provider, mortgagee or owner of the rented premises can apply to VCAT for an order to regain possession of the rented premises if they have given you a Notice to vacate – this is known as a ‘possession order’.

The SDA provider can also apply to VCAT for an order to regain possession of the rented premises if you gave the SDA provider a Notice of intention to vacate but have not moved out. The SDA provider must apply to VCAT within **30 days** after the date you should have moved out.

At the hearing, VCAT decides whether the SDA provider was allowed to give you a notice to vacate. VCAT will make a possession order if it is satisfied that it is reasonable and proportionate to do so. VCAT may consider whether the notice to vacate was given in response to the act of a person who has subjected you to family or personal violence. It may also consider whether you can comply with a payment plan for any rental arrears, if applicable.

VCAT will decide if you must leave the property and when that should happen. You may ask for more time in the property if you will be in hardship.

## Warrant of possession

The SDA provider can apply to VCAT for a warrant of possession if you do not leave by the date in the possession order. SDA providers can apply for the warrant:

* immediately, if the possession order allows for it, or
* within six months after the date of the order, if you do not comply with it.

If a warrant of possession is issued, a police officer or other authorised person can enter the rented premises and make you move out. You can only be made to move out between 8am and 6pm on Monday to Saturday, and not on a Sunday or a public holiday.

Your goods cannot be removed under the warrant. They will be disposed of separately unless you collect them before they are disposed of.

## Explanation of VCAT orders and directions

If VCAT makes an order or direction in relation to you under the Residential Tenancies Act and the SDA provider or a relevant person is a party to the proceeding and you are not represented, the SDA provider or relevant person must also explain the order or direction to you.

A ‘relevant person’ could be the SDA provider’s agent, a mortgagee in respect of the SDA dwelling or SDAdwelling owner.

The SDA provider or relevant person does not have to explain an order or direction to you if you are represented by a guardian, administrator, carer, Australian lawyer, litigation guardian appointed by VCAT, or other person who is providing you support.

The SDA provider or relevant person must explain the order or direction in a language, mode of communication and terms you are likely to understand. If it will help you, the SDA provider must explain it orally and in writing.

If it will help you, the SDA provider or relevant person must also give a copy of the order or direction to your guardian, family member, carer, advocate or your chosen support person, or a person who the SDA provider or other relevant person considers can assist you (and is not employed by, or is not a representative of, the SDA provider or other relevant person).

What if you have moved out of the rented premises but have left some of your goods behind?

If you left personal documents or goods of monetary value behind after moving out of your rented premises, the ‘owner’ of the rented premises must look after them for a certain period. That ‘owner’ may be your previous SDA provider, a mortgagee in possession of the rented premises or the owner of the rented premises.

You can find more information on [Goods left behind by renters page on Consumer Affairs Victoria’s website](https://www.consumer.vic.gov.au/housing/renting/ending-a-lease-or-residency/goods-left-behind) <consumer.vic.gov.au/housing/renting/ending-a-lease-or-residency/goods-left-behind>.

## Community visitors

Community visitors are volunteers authorised by law to visit you in your dwelling and to make enquiries, inspect documents to ensure residents are being cared for and supported with dignity and respect, and to identify any issues of concern.

During their visit, the community visitor may communicate with you and inquire into:

* the standard and appropriateness of your dwelling for you
* the adequacy of opportunities for your inclusion and participation in the community
* whether your dwelling is being provided in accordance with the Residential Tenancies Act, the NDIS Act and other rules under that Act
* whether information is being provided to you as required by the Residential Tenancies Act, the NDIS Act and other rules under that Act
* if a community visitor suspects abuse or neglect of a resident
* the use of a restrictive practice or compulsory treatment on a resident
* any failure by the SDA provider to comply with the Residential Tenancies Act, the NDIS Act and other rules under that Act, and
* if you make a complaint to a community visitor.

If the SDA provider or the daily independent living support provider is present when a community visitor visits you in your rented premises, then they must keep a record of the visit.

The Community Visitors Board may refer any matter reported by a community visitor to CAV.

You can request the SDA provider or daily independent living support provider to arrange for a community visitor, through OPA, to visit you at any time. You can simply ask the SDA provider or daily independent living support provider personally or give the SDA provider or daily independent living support provider a written request. Your guardian, administrator, family member, carer, advocate or other person may make the request on your behalf.

The SDA provider or daily independent living support provider must contact the Community Visitors Board through OPA to advise that you have made a request within **72 hours** of receiving your request, and the Community Visitors Board must respond by either sending a community visitor to visit you within **seven days** or arrange for OPA to respond to you. Note, however, that the Community Visitors Board may refuse your request if the request is vexatious, frivolous or unnecessary.

You can contact OPA to make a complaint or arrange for a visit by a community visitor on:

Phone: 1300 309 337

TTY: 1300 305 612

Email: opa\_advice@justice.vic.gov.au <opa\_advice@justice.vic.gov.au>

Website: [publicadvocate.vic.gov.au](https://www.publicadvocate.vic.gov.au/our-services/community-visitors) <[publicadvocate.vic.gov.au/our-services/community-visitors](https://www.publicadvocate.vic.gov.au/our-services/community-visitors)>

## Complaints

People with disability have the right to complain about the services they receive. Most SDA providers do their best to provide quality supports and services to people with disability, but issues can occur.

Complaints are important – they can help SDA providers improve the quality of services they provide, so your complaint can help other people too.

If the SDA provider is unable to resolve your concern or complaint, then you should seek further support. You can ask your guardian, administrator, family member, carer, advocate or other person to support you in making a complaint.

### If you have a complaint about your accommodation

You can complain to the SDA provider about repairs and maintenance, about your accommodation generally or if you have a dispute with another resident.

### If you are not satisfied with your disability support funding

You can complain about your NDIS plan to your Local Area Coordinator or directly to the NDIA by contacting the NDIA on:

Phone: 1800 800 110

Email: feedback@ndis.gov.au

Website: [ndis.gov.au](https://www.ndis.gov.au/) <ndis.gov.au>

You can contact the Disability Support for Older Australians program by contacting the Commonwealth Department of Health at:

Email: CommonwealthDSOA@health.gov.au

Website: <https://www.health.gov.au/our-work/disability-support-for-older-australians-dsoa-program> <www.health.gov.au/our-work/disability-support-for-older-australians-dsoa-program>

You can contact the Transport Accident Commission (TAC) to make a complaint if your daily independent living support is funded by the TAC.

Phone: **1800 931 233**

Email: saferservices@tac.vic.gov.au

Website: [Do you need to report abuse or neglect by a TAC funded service? - TAC - Transport Accident Commission](https://www.tac.vic.gov.au/clients/working-together/reportabuse) <tac.vic.gov.au/clients/working-together/reportabuse>

You can contact WorkSafe to make a complaint if your daily independent living support is funded by WorkCover.

Phone: 1800 136 089

Using the online form: [Make a complaint to WorkSafe](https://www1.worksafe.vic.gov.au/vwa/vwa029-005.nsf/xpOnlineComplaint.xsp) <www1.worksafe.vic.gov.au/vwa/vwa029-005.nsf/xpOnlineComplaint.xsp>

Website: [Make a complaint - WorkSafe](https://www.worksafe.vic.gov.au/make-complaint) <worksafe.vic.gov.au/make-complaint>

### If you have a complaint about your SDA provider

If you are an NDIS participant, you can complain to the NDIS Commission. You can contact the NDIS Commission on:

Phone: 1800 035 544

TTY: 133 677

National Relay Service: ask for 1800 035 544

Website: [ndiscommission.gov.au](https://www.ndiscommission.gov.au/) <ndiscommission.gov.au/>

If you have a complaint about a disability service funded by the TAC, WorkCover or the Department of Families, Fairness and Housing you can contact the Victorian Disability Services Commissioner for information and advice about making a complaint on:

Phone: 1800 677 342

Email: complaints@odsc.vic.gov.au

Website: [odsc.vic.gov.au](https://www.odsc.vic.gov.au/) <odsc.vic.gov.au/>

You can contact the Mental Health Complaints Commissioner on:

Phone: 1800 246 0554 (free call from landlines) or 03 9032 3328

Email: [info@mhcc.vic.gov.au](file:///C%3A/Users/Junkovic/AppData/Roaming/Hewlett-Packard/HP%20TRIM/Offline%20Records%20%28P1%29/Form%20~%20entering%20a%20Residential%20tenancy%20agreement/info%40mhcc.vic.gov.au)

Website: [mhcc.vic.gov.au](https://www.mhcc.vic.gov.au/) <mhcc.vic.gov.au>

### **If you have a complaint about compliance with your Agreement or Victorian** **rental laws**

Where there is evidence of non-compliance with Victorian renting laws, or where you have tried to resolve the problem and it remains unresolved, CAV may be able to assist you to conciliate your dispute.

Phone: 1300 55 81 81, Monday to Friday (except public holidays) 9am to 5pm

Website: [consumer.vic.gov.au](https://www.consumer.vic.gov.au/) <consumer.vic.gov.au>

For more information visit the [Residential accommodation complaint page on Consumer Affairs Victoria website](https://www.consumer.vic.gov.au/contact-us/resolve-your-problem-or-complaint/when-we-get-involved-with-a-problem-or-complaint/residential-accommodation-complaint) <consumer.vic.gov.au/contact-us/resolve-your-problem-or-complaint/when-we-get-involved-with-a-problem-or-complaint/residential-accommodation-complaint>.

## Privacy

The SDA provider is required to comply with all laws relating to privacy in relation to personal and health information about you that it holds, uses and shares.

The SDA provider may only share information relating to the provision of SDA dwellings where required or authorised under law.