# SDA residency agreement

This Agreement is made on:

Date: / /

At:

[insert place of Agreement]

## Parties

Between (SDA provider):

[insert name, ACN if SDA provider is a company, address]

Whose Agent is:

[insert name, address, ACN if company, of the agent]

And (SDA resident):

[insert name]

Details of person providing support to the resident:

[Insert name, address, and whether person is the SDA resident's guardian or SDA resident’s administrator, family member, friend or carer; or if no person is chosen by the SDA resident, a person who the SDA provider considers can assist the SDA resident (and is not employed by, or is not a representative of, the SDA provider)]

This Agreement is made by:

1. The SDA provider and SDA resident entering into the Agreement and both signing the Agreement.

**or**

1. The SDA provider working with the SDA resident to establish the Agreement, and the SDA provider signing and dating the Agreement.
2. Contact details
3. The SDA provider and SDA resident have inserted their contact details in Attachment 1 to this Agreement.
4. The SDA provider must attach a copy of Attachment 1 with updated contact details to this Agreement and give a copy to the SDA resident within 5 business days of any change in the contact details of the SDA provider or their agent.
5. Room and furniture in SDA dwelling

SDA dwelling

[insert address of the SDA dwelling]

1. The SDA resident is the only resident in the SDA dwelling

[If there are other residents, strike out A and complete the information about the room in B]

**Or**

1. The SDA resident occupies the following room in the SDA dwelling:

[Insert room number or other description/information that identifies the room]

The SDA resident can use all common areas in the SDA dwelling except those specified below:

[insert common areas that the SDA resident cannot use. If the SDA resident can use all common areas, leave this section blank]

1. The SDA resident owns the furniture in the room or SDA dwelling set out in Attachment 2.
2. Length and extension of this agreement
3. This Agreement starts on

[insert date (dd/mm/yyyy)]

and runs for a period of

[insert period]

until it ends on

[insert date (dd/mm/yyyy)] (the end date).

1. Unless this Agreement is terminated in accordance with Part 12A of the *Residential Tenancies Act 1997*, it is taken to have been automatically extended from the end date for the same period, and it will continue to be automatically extended any number of times until terminated.
2. Terminating this agreement

This Agreement can only be terminated in accordance with Part 12A of the *Residential Tenancies Act 1997*.

A notice to vacate an SDA dwelling given by an SDA provider to an SDA resident must specify a termination date that is not less than 90 days after the date on which the notice is given.

**Note**

See the Information statement for further information.

1. Rent

The SDA resident must pay rent to the SDA provider at the times and in the manner set out below. If this clause has been struck out, it must be paid at the times and in the manner set out in Attachment 3 to this Agreement.

The total rent is: $

SDA resident’s maximum Reasonable Rent Contribution in the case of an SDA enrolled dwelling or a room in an SDA enrolled dwelling: $

The rent is paid

[tick one box and circle the day, or insert the day or date of each month]

o each week on Monday / Tuesday / Wednesday / Thursday / Friday

o each fortnight on the first Monday / Tuesday / Wednesday / Thursday / Friday of the fortnight

o each month

[insert day or date of payment (dd/mm/yyyy)]

The rent is paid by:

|  |  |
| --- | --- |
| Centrepay | $ |
| Cash | $ |
| Cheque | $ |
| Electronic Funds TransferBSB No: Account No: Account name:  | $ |
| Direct Debit | $ |

The SDA provider must give a written receipt if—

(a) the rent is paid in person; or

(b) within 5 business days, the rent is not paid in person and a receipt is requested at the time the rent is paid.

If, at any time after this agreement has been entered into, the SDA provider and SDA resident agree to change the times or manner in which rent is to be paid, they must strike out this clause and complete Attachment 3 to this Agreement. If further changes are made, copies of Attachment 3 must be attached to this Agreement.

1. Rent increases
2. The SDA provider must give the SDA resident a notice in writing of a proposed rent increase at least 60 days before the date on which the increased amount of rent is to be paid.
3. The SDA provider must complete Attachment 3 each time the rent is increased and attach it to this Agreement.
4. Utilities

The SDA resident must pay for ordinary usage of the electricity, gas, water and any other utilities supplied.

| **Utility**  | **Usage** | **Amount to pay** | **Name of person or company SDA resident makes payment to** |
| --- | --- | --- | --- |
| Electricity |  |  |  |
| Water |  |  |  |
| Gas |  |  |  |
| Other |  |  |  |

**Note:** See Other charges in the Information statement

1. Cleanliness of the room and SDA dwelling

The SDA provider must ensure that the room or SDA dwelling is reasonably clean when this Agreement starts.

1. Repairs and maintenance

General repairs and maintenance

1. The SDA provider must ensure that the SDA dwelling is in a good state of repair and is appropriately maintained, having regard to the safety, security and privacy of the SDA resident.
2. The SDA resident may give a written notice to the SDA provider advising that repairs or maintenance are required to the SDA dwelling.
3. The SDA provider agrees to undertake the repairs or maintenance within 14 days after receiving the written notice.

Urgent Repairs

1. The SDA resident may request urgent repairs to the SDA dwelling verbally or in writing.
2. The SDA provider agrees to undertake the urgent repairs as soon as possible after receiving the request.

**Note**

If the SDA provider does not undertake the repairs and maintenance, or urgent repairs, the SDA resident may apply to the Director of Consumer Affairs Victoria or the Victorian Civil and Administrative Tribunal for assistance. SDA resident in this clause includes a ‘chosen person’. A ‘chosen person’ is defined in section 498O(2) of the *Residential Tenancies Act 1997*. (See Repairs and maintenance in the Information statement)

1. Duties of SDA provider

The SDA provider must—

1. take reasonable measures to ensure that the SDA resident is treated with dignity and respect and with due regard to their entitlement to privacy; and
2. ensure that the SDA dwelling and any fixtures and fittings are maintained in good repair; and
3. not unreasonably interfere with the SDA resident’s right to privacy; and
4. install fixtures required by the SDA resident to assist their daily living or proper use and enjoyment of the SDA dwelling; and
5. take reasonable measures to ensure the security of the SDA dwelling; and
6. minimise any inconvenience or disruption to the SDA resident when undertaking repairs or renovations to the SDA dwelling; and
7. take reasonable steps to ensure that any repairs or renovations to the SDA dwelling—
8. are carried out by a suitably qualified person; and
9. are completed in a timely manner; and
10. not unreasonably refuse to give consent to the SDA resident’s request to keep a pet in the SDA dwelling.
11. House rules
12. The SDA resident must comply with the House rules for the SDA dwelling (if any) that are included at Attachment 7 of this Agreement. The House Rules cannot take away any of the rights and duties included in Part 12A of the Residential Tenancies Act 1997 or in the National Disability Insurance Scheme Act 2013 of the Commonwealth.
13. The SDA provider must explain the contents of the House Rules (if any) to the SDA resident—
14. in the language, mode of communication and terms that the SDA resident is most likely to understand; and
15. must give the SDA resident an explanation of the House Rules both orally and in writing, where reasonable to do so.
16. The SDA provider may vary any House Rules from time to time.
17. Where an SDA provider varies House Rules, the varied House Rules must clearly state the date on which they are to come into effect and on which they will replace the existing House Rules.
18. If the SDA provider varies the House Rules, they must—
19. at least 14 days before the varied House Rules are to come into effect, give a written copy of the varied House Rules to the SDA resident and to any person providing support to the SDA resident listed in this agreement; and
20. must explain the contents of the varied House Rules to the SDA resident:
	* + - 1. in the language, mode of communication and terms that the SDA resident is most likely to understand; and
				2. must give the SDA resident an explanation of the varied House Rules both orally and in writing, where reasonable to do so.
21. Duties of SDA resident

The SDA resident must—

1. maintain the SDA dwelling in a manner that does not create a fire, health or safety hazard; and
2. after becoming aware of any damage to the SDA dwelling, give notice to the SDA provider specifying the nature of the damage; and
3. contribute to the cost of repairing damage notified under paragraph (b) to the SDA provider that the SDA resident caused; and
4. pay the rent on the due date and in the manner specified in this Agreement; and
5. not use the SDA dwelling for a purpose that is illegal at common law or under an Act; and
6. not by act or omission endanger the safety of other SDA residents or staff at the SDA dwelling; and
7. not cause serious disruption to the proper use and enjoyment of the SDA dwelling by other SDA residents; and
8. not damage or destroy any part of the SDA dwelling; and
9. not install any fixtures in the SDA dwelling without first obtaining the consent in writing of the SDA provider; and
10. not keep a pet without obtaining the consent of the SDA provider and any other SDA residents living in the dwelling.
11. Entry to the room or dwelling
12. The SDA provider or the SDA provider’s agent must not enter the room or the SDA dwelling excepting as provided in this clause.
13. The SDA resident agrees that the SDA provider or the SDA provider’s agent (together with any other person the SDA provider or the SDA provider's agent needs to assist in carrying out the reasons for entering the SDA dwelling or Room) can enter the room or SDA dwelling in accordance with this clause.
14. Entry without notice

The SDA provider or the SDA provider's agent (together with any other person the SDA provider or the SDA provider's agent needs to assist in carrying out the reasons for entering the SDA dwelling or Room) can enter the SDA dwelling and any room without giving prior notice to the SDA resident in the following circumstances:

1. the resident agrees to let the SDA provider enter the SDA dwelling or room;
2. there is an emergency;
3. the SDA provider believes on reasonable grounds that they need to enter the SDA dwelling or room to protect the health or safety of the SDA resident or any other person in the SDA dwelling or room;
4. the SDA provider believes on reasonable grounds that the SDA resident has abandoned the SDA dwelling or room;
5. the SDA provider needs to enter the SDA dwelling or room to undertake urgent repairs.
6. Entry with notice

The SDA provider or the SDA provider's agent can enter the SDA dwelling or room (together with any other persons they need to assist them in carrying out the reasons for entering the SDA dwelling or room) at any time between 8.00 am and 6.00 pm on any day other than a public holiday:

1. if they have given written notice to the SDA resident or SDA residents before the entry; and
2. only for one of the following reasons:
3. to show the SDA dwelling or a room to a person who wishes to become an SDA resident or renter, but only if the SDA provider has given 48 hours’ notice of entry and:
4. before the SDA provider served the written notice, the SDA provider has given a notice to vacate to the SDA resident of that room or SDA dwelling, or
5. the SDA resident has given the SDA provider a notice of intention to vacate the room or SDA dwelling;
6. to show the SDA dwelling to a person who wishes to purchase the SDA dwelling and the SDA provider has given 48 hours’ notice of entry;
7. to show the SDA dwelling to a person who seeks to use the SDA dwelling as security for a loan that they propose to make to the SDA provider and the SDA provider has given 48 hours’ notice of entry;
8. to enable the SDA provider to carry out a duty that they have in relation to the SDA dwelling, the room or the SDA resident under the Residential Tenancies Act 1997 or any other Act and the SDA provider has given 24 hours’ notice of entry;
9. to allow the SDA dwelling to be the subject of a valuation and the SDA provider has given 7 days’ notice of entry;
10. to carry out an inspection of the SDA dwelling or room but only if the SDA provider has not entered and carried out an inspection within the last 6 months and given 7 days’ notice of entry. If the SDA resident has moved into the SDA dwelling for the first time, the inspection cannot occur until after the expiry of 3 months;
11. to prepare for, organise or undertake maintenance or repairs and the SDA provider has given 24 hours’ notice of entry.
12. If entry is for the purpose of showing the room or SDA dwelling to a person who wishes to become a resident (clause 12(4)(b)(i)), then the SDA provider or the SDA provider's agent (together with any other person the SDA provider or the SDA provider’s agent needs to assist in carrying out the reasons for entering the SDA dwelling or Room) can only enter the SDA dwelling or room up to twice a week for a period of no longer than one hour (unless otherwise agreed with the SDA resident or SDA residents) within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate.
13. If entry is for the purpose of showing the SDA dwelling to a person who wishes to purchase the SDA dwelling (clause 12(4)(b)(ii)), or to a person who seeks to use the SDA dwelling as security for a loan (clause 12(4)(b)(iii)), then:
14. the SDA provider or the SDA provider's agent (together with any other person the SDA provider or the SDA provider’s agent needs to assist in carrying out the reasons for entering the SDA dwelling or Room) can only enter the SDA dwelling or room up to twice a week for a period of no longer than one hour (unless otherwise agreed with the SDA resident or SDA residents); and
15. the SDA provider must notify the SDA resident or SDA residents of the intention to sell in the approved form at least 14 days before entry, and
16. the SDA provider and the SDA resident will make reasonable efforts to agree to the days and times for the inspections.
17. Entry with Agreement

The SDA provider or the SDA provider's agent (together with any other person the SDA provider or the SDA provider’s agent needs to assist in carrying out the reasons for entering the SDA dwelling or Room) can enter the SDA dwelling or room at any time agreed with the SDA resident, provided that the SDA resident has agreed to the entry within the previous 7 days before the entry. Where there is more than one SDA resident in the SDA dwelling, each SDA resident must have agreed to the entry within the previous 7 days.

**Note**:See the Information statement for further information.

1. Right to see a community visitor
2. The SDA resident has the right to contact a community visitor through the Office of the Public Advocate to arrange for a community visitor to visit them in their room or the SDA dwelling. The SDA provider must not prevent or interfere with the SDA resident contacting the community visitor or impede the entry of the community visitor.
3. The SDA resident may ask the SDA provider to arrange for a community visitor to visit the SDA dwelling. The SDA provider must advise the Community Visitors Board through the Office of the Public Advocate that a request has been made for a visit by a community visitor within 72 hours of the request being made by the SDA resident.
4. Complaints
5. The SDA provider must have policies and procedures for responding to complaints by the SDA resident. The policies and procedures are set out in Attachment 4.
6. If the policies and procedures set out in Attachment 4 are updated, the SDA provider must give the SDA resident the updated version at least 14 days before they come into effect. The SDA resident can contact the SDA provider to—
7. request repairs or maintenance to the room or the SDA dwelling; and
8. discuss any matter regarding their accommodation at the SDA dwelling; and
9. make a complaint about a dispute that the SDA resident has with another SDA resident.
10.
11. Consent to electronic service of notices and other documents
12. Express consent

 The SDA resident:

(Check one box only)

o consents to the electronic service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* at this email address:

[insert email address]

**Or**

 o does not consent to the electronic service of notices and other documents.

 The SDA provider:

(Check one box only)

o consents to the electronic service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* at this email address:

[insert email address]

**Or**

o does not consent to the electronic service of notices and other documents.

1. Inferred consent

If the SDA resident or the SDA provider (as the case may be) has not consented to electronic service under subclause 1, the SDA resident or the SDA provider must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

1. Change of electronic address

The SDA resident or the SDA provider must immediately give notice in writing to the other party if the email address for electronic service under subclause 1 changes.

1. Withdrawal of consent
2. The SDA resident or the SDA provider may withdraw their consent under subclause 1 to electronic service of notices and other documents only by giving notice in writing to the other party.
3. Following the giving of notice under paragraph (a) no further notices or other documents are to be served by electronic communication.
4. Privacy

The SDA provider must comply with all laws relevant to the personal and health information regarding the SDA resident that it holds, uses and shares with others as required.

1. Additional terms

The SDA resident and SDA provider may agree to additional terms in this Agreement. The additional terms are set out in Attachment 5. Additional terms cannot take away any of the rights and duties included in Part 12A of the *Residential Tenancies Act 1997* or in the *National Disability Insurance Scheme Act 2013* of the Commonwealth.

Any additional terms must also comply with the Unfair Contract Terms under Part 23 of the Australian Consumer Law (Victoria).

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [consumer.vic.gov.au](file:///C%3A/Users/amacglas/AppData/Roaming/Hewlett-Packard/HP%20TRIM/Offline%20Records%20%28P1%29/Form%20-%20Specialist%20~%20SDA%20residency%20agreement%282%29/https%3B/www.consumer.vic.gov.au).

1. Records
2. The SDA provider agrees to keep records of:
3. payments made for the occupation of the room or SDA dwelling by the SDA resident; and
4. requests for repairs and maintenance and what the SDA provider did in response to each request; and
5. complaints made by the SDA resident and what the SDA provider did in response to each complaint; and
6. every visit by the Community Visitor to the SDA dwelling.
7. The SDA provider agrees to keep the record for 5 years after the record is made.
8. The SDA provider agrees to allow the SDA resident to inspect the records.
9. Conflict of interest

The SDA provider has declared any conflict of interest in relation to other services provided to the SDA resident in Attachment 6 to this Agreement.

**Note**:A conflict of interest that must be declared includes any affiliation with a provider of daily independent living support services to the SDA resident.

1. Copies of this agreement - checklist

The SDA provider must give a copy of this Agreement and the Information statement to the SDA resident, and the SDA resident’s guardian or SDA resident’s administrator (if any).

o A copy of this Agreement and Information statement has been given to the SDA resident.

o A copy of this Agreement and Information statement has been given to the SDA resident’s guardian or SDA resident’s administrator.

The SDA provider agrees to give a copy of this Agreement and the Information statement to the person providing support to the SDA resident (if any).

o A copy of this Agreement and the Information statement has been given to the person providing support to the SDA resident.

The SDA provider must give the Director of Consumer Affairs Victoria written notice within **14 days** of this Agreement being entered into or established. The written notice must state the following details:

* the name and contact details of the SDA provider
* the address of the SDA dwelling being provided under this Agreement
* the term of this Agreement.

o Written notice of the Agreement has been given to the Director, Consumer Affairs Victoria.

If at any time any part of this Agreement is amended, the SDA provider must give a new copy to the SDA resident, or the SDA resident’s guardian or the SDA resident’s administrator, or person providing support to the SDA resident, as the case may be, immediately.

# Signatures and dates

## Sign and date either A or B

1. This Agreement is entered into by the SDA provider and SDA resident under section 498F(1)(a) of the *Residential Tenancies Act 1997*.

The SDA provider has explained the contents of the Agreement, and the contents of any Attachment to this Agreement, to the SDA resident:

1. in the language, mode of communication and terms the SDA resident is most likely to understand; and
2. the explanation of the Agreement was given both orally and in writing where reasonable.

### SDA provider (or agent)

[insert signature of SDA provider or agent]

Date: / /

(dd/mm/yyyy)

### SDA resident

[insert signature of SDA resident]

Date: / /

(dd/mm/yyyy)

**Or**

1. This Agreement is established between the SDA provider and SDA resident under section 498F(1)(b) of the *Residential Tenancies Act 1997***.**

The SDA provider has explained the contents of the Agreement, and the contents of any Attachment to the Agreement, to the SDA resident:

1. in the language, mode of communication and terms the SDA resident is most likely to understand; and
2. the explanation of the Agreement was given both orally and in writing where reasonable.

### SDA provider (or agent)

[insert signature of SDA provider or agent]

Date: / /

(dd/mm/yyyy)

# Attachment 1 Clause 1

## Contact details

### Tables (Insert extra tables if extra contacts details are necessary)

#### Contact details for SDA provider

|  |  |
| --- | --- |
| Name |  |
| Phone | Business hours |
| After hours |
| Mobile |
| Email |  |
| Address |  |

#### Contact details for the SDA provider's agent (if any)

|  |  |
| --- | --- |
| Name |  |
| Phone | Business hours |
| After hours |
| Mobile |
| Email |  |
| Address |  |

####  Contact details for SDA resident

|  |  |
| --- | --- |
| Name |  |
| Phone | Business hours |
| After hours |
| Mobile |
| Email |  |
| Address |  |

####  Contact details for person providing support to the SDA resident

|  |  |
| --- | --- |
| Name |  |
| Phone | Business hours |
| After hours |
| Mobile |
| Email |  |
| Address |  |

# Attachment 2 Clause 2

## Furnishings and equipment owned or supplied by the SDA resident

[List of furniture and equipment owned or supplied by the SDA resident. For example, bed, wardrobe, television, 2 chairs]

# Attachment 3 Clause 5

## Agreed change to timing or manner of payment of rent

The SDA resident must pay rent to the SDA provider at the times and in the manner set out in this Attachment, which replaces Clause 3 of this Agreement.

The total rent is: $

SDA resident’s maximum Reasonable Rent Contribution in the case of a SDA enrolled dwelling or a Room in a SDA enrolled dwelling: $

The rent is paid:

[strike through the options that do not apply and circle the day, or insert the day or date of each month as appropriate]

* each week on Monday / Tuesday / Wednesday / Thursday / Friday
* each fortnight on the first Monday / Tuesday / Wednesday / Thursday / Friday
* each month

[insert day or date of payment]

The rent is paid by:

|  |  |
| --- | --- |
| Centrepay |  |
| Cash | $ |
| Cheque | $ |
| Electronic Funds TransferBSB no: Account no: Account name:   | $ |
| Direct debit | $ |

The SDA provider must give a written receipt if—

(a) the rent is paid in person; or

(b) within 5 business days, the rent is not paid in person and a receipt is requested at the time the rent is paid.

## Signed

### SDA provider (or agent)

[insert signature of SDA provider or agent]

Date: / /

(dd/mm/yyyy)

### SDA resident (or agent)

[insert signature of SDA provider or agent]

Date: / /

(dd/mm/yyyy)

# Attachment 4 Clause 15

## Complaints

[Insert SDA provider's procedures for responding to complaints by SDA residents]

# Attachment 5 Clause 18

## Additional terms

[Insert additional terms]

# Attachment 6 Clause 20

## Conflict of interest

[Insert any declared conflicts of interest]

# Attachment 7 Clause 11

## House rules

[Insert house rules for the dwelling. If there are no house rules insert ‘no house rules apply’]