



## ABLE AUSTRALIA SERVICES

# Tenancy Handbook

In the spirit of Reconciliation, Able Australia acknowledges Aboriginal and Torres Strait Islander peoples as the Traditional Owners and Custodians of this country, and their connection to land, water and community. We pay our respect to them, their cultures and customs, and to Elders both past and present.





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## 1. Overview

Able Australia is a diverse not-for-profit organisation offering a broad range of high-quality services to help people with a disability live the life they choose.

Established over 50 years ago we have grown from providing support to the deafblind community into an innovative and diverse organisation with a varied service offering.

Our mission is to build on our heritage and empower the people we support to reach their potential by living our values of trust, kindness, respect and excellence every day.

Committed to our values of trust, respect, excellence and kindness we strive to provide the best quality care in long term partnership with our clients and their loved ones.



### Trust

For more than 50 years we have been trusted to deliver high quality, reliable services safely to those we support.



### Respect

We are respectful, upholding the human rights of everyone we support and work with.



### Excellence

We strive for excellence in everything we do - from the services we provide to the outcomes we support clients achieve.



### Kindness

We are kind and compassionate to all.

▶ This Handbook will help you understand everything you need to know about renting your home through Able Australia. You will find information about your rights, your responsibilities and what Able Australia is responsible for as your accommodation provider.





## 2. What is SDA and SIL?

**SDA** stands for **Specialist Disability Accommodation**. It is accommodation for people with a disability who require specialist housing solutions to assist with the delivery of support for extreme functional impairment and/or very high support needs. Able Australia is registered with the National Disability Insurance Scheme (NDIS) as a Specialist Disability Accommodation (SDA) provider.

**SIL** stands for **Supported Independent Living**. It is to assist with and/or supervise daily tasks to develop the skills of an individual to live as independently as possible. These are the supports provided to people with a disability in their home, regardless of property ownership, and can be in a shared or individual living arrangement. Able Australia is registered with the NDIS as a Supported Independent Living (SIL) provider.

### What's the difference between SDA and SIL?

**SDA** is the home you live in, while **SIL** is the disability supports you receive in that home to help maintain independent living.

## 3. Communication

Able is committed to giving you access to SDA consistent with your legal and human rights. We will support you to exercise informed choice and control over your accommodation.

You may have further questions about your accommodation or your residential tenancy agreement. As part of our commitment, we will work with you or your representative and nominated SIL provider to answer any questions and resolve any concerns which might arise.

If you have any questions or want to discuss any aspect of your tenancy or your accommodation, there is a list of key contacts at the end of this handbook.



## 4. Your rights and responsibilities

We all have a role to play in ensuring your safety and that you always have safe and secure housing.

### You agree to:

- ✓ Comply with the obligations of your residential tenancy agreement.
- ✓ Make rental payments on time to Able Australia.
- ✓ Only use Able properties for residential purposes.
- ✓ Respect the privacy and comfort of other residents living in the accommodation and support staff.
- ✓ Treat all staff, visitors and contractors with courtesy and respect.
- ✓ Tell Able as soon as you can if you have any holidays planned or if you will be absent from the property.
- ✓ Not intentionally damage any part of the property including your own room.
- ✓ Be part of any decision to lease other spaces to other potential residents.
- ✓ Provide notice to vacate as required by the Tenancy Act of the state you are living in.
- ✓ Ensure your family, carers and visitors treat everyone working, or living in the property, with courtesy and respect. Violent or aggressive behaviour will not be tolerated.
- ✓ Let Able know of any changes to your NDIS funding arrangements.
- ✓ Not discriminate against others (including support staff, other potential tenants, contractors, visitors and others) because of their disability, age, gender, race or religion.



## 5. Able Australia Responsibilities

### Able will:

- ✓ Provide you with a Residential Tenancy Agreement for you to read and sign before you move in. The agreement will explain the terms and conditions of your residency.
- ✓ Always treat you and your family with courtesy and respect. We'll provide information on how you can give us feedback or make a complaint. We will listen and respond to any feedback or complaints that you may have.
- ✓ Maintain your property in a good condition.
- ✓ Take all reasonable steps to ensure you have peace and comfort in your property.
- ✓ Not discriminate against you because of your disability, age, gender, race or religion when deciding whether to rent to you.
- ✓ Respond in a timely manner to requests for maintenance.
- ✓ Quickly act on problems or issues that might arise.
- ✓ Ensure that the property is fitted with suitable fire appliances.
- ✓ Ensure the property is fitted with adequate locks and security features.
- ✓ Ensure that tenancy related notices are adhered to and you are made aware of your right to seek review of a decision.
- ✓ Take all necessary steps to fulfil our obligations to workers and other people at the property under Work, Health and Safety Regulations.
- ✓ If required, will provide you with a SDA Service Agreement made for the purpose of providing you with SDA under your NDIS Plan.
- ✓ Provide you the opportunity to complete a condition report on the room you will be renting and also provide you with a condition report for the common areas of the house.
- ✓ Ensure that the Residential Tenancy Agreement entered with you includes your rights and responsibilities, your rent payments, Able Australia's responsibilities, how repairs are made to the property, and evacuation processes and plans in times of an emergency.
- ✓ Provide you with a signed copy of your Residential Tenancy Agreement.
- ✓ Assist you if there is a need to replace the SIL Provider at the property.
- ✓ Provide the required notice if we need to end your tenancy.
- ✓ Always protect your privacy and confidential information and contact you within five (5) business days if our contact details change.
- ✓ Talk with you to obtain a good match of co-residents when there is a vacancy to be filled at your residential location.
- ✓ Work with you and with your SIL provider if there are behaviours of concern at your residential location that may interfere with your quality of life.

## 6. Conflict of Interest

Able is a NDIS registered SDA provider and there are rules and guidelines that it must follow to make sure it is meeting its obligations. One of these rules is that SDA providers must work in partnership with your SIL providers. SDA and SIL have different roles.



**SDA** is responsible for the property and tenancy management; and

**SIL** is responsible for supporting you to live independently.

You need to be comfortable with the relationship between SDA and SIL providers.

If Able is your SIL provider, we will provide you with separate SIL and SDA service agreements.

Within Able, responsibility for SIL service provision and SDA are managed and supported in two separate and distinct areas. The SIL service provision, is managed by the Operations team and led by the Chief Operations Officer (COO). SDA is managed by the Corporate Services team and led by the Chief Financial Officer (CFO).

Because these services are managed separately, we can make sure that each one is delivered fairly and in your best interest.

Able is committed to the pro-active management and documentation of any perceived or actual conflicts of interest that may arise in the delivery of these services.

## 7. Payment of Rent

Your accommodation is paid for in two ways:



1. SDA funding from your NDIS plan and

2. a reasonable rental contribution (RRC) that you pay yourself.

The RRC is set by the NDIA and follows their current price guidelines. You can learn more here – [SDA pricing and payments | NDIS.](#)

**RRC Payments** may be made via CentrePay or Electronic Funds Transfer (EFT) and receipts will be issued upon request.

Able will claim the SDA payment from your NDIS plan monthly, after the month ends.

**Rental** charges may go up annually based on changes to the Disability Support Pension (DSP). All residents will be notified of any proposed increases in line with state and territory Tenancy Acts.

**Rental arrears** – if a resident does not pay their rent on time, they are 'in arrears'. In this situation Able will follow the process outlined in the [Rental and Accommodation Charges Arrears Policy.](#)

**Undue Financial Hardship** - Able recognises that there are circumstances which may impact on a resident's capacity to meet their rent payments on schedule. Where appropriate, the resident may apply to Able for a temporary rent reduction or suspension.

In circumstances where undue financial hardship is claimed, Able may ask for relevant evidence to demonstrate hardship, for example income statements and may, at its discretion, consider reducing rent payments for a set period.

**Other Payments** such as your food and other living expenses may be collected as part of your service agreement with your SIL provider.

**Able do not require bonds for any tenancy.**



## 8. Ending your Tenancy Agreement

If at any time you would like to move out, Able requires **60 days' notice in writing** of your intention to vacate. Any rental payments will be required until the end of the notice period unless otherwise agreed. All belongings must be removed from the property once your tenancy agreement ends.

If Able is required to end your rental agreement for any reason, we will arrange a meeting with you and anyone you want to be involved. This may include your family or carer, your representative (if you have one), the property SIL provider, your NDIS funded Support Coordinator and any other supporters you require. This meeting will consider whether you require additional supports to enable you to remain at the property.

Able will provide you with a minimum of 90 days written notice. We will also work with you to find a new property and/or SIL provider that suits your needs, based on your NDIA funding and your preferences.

### Reasons Able may end your rental agreement include - but are not limited to:

- Able has developed new accommodation for you to move to
- the property no longer meets your support needs
- you no longer require SDA
- the property is no longer be used as SDA

Able may give you a shorter notice period and in some cases end the tenancy agreement immediately if:

- you are using the property for an illegal purpose
- have not paid your required rental payment following overdue notices
- are no longer funded for Specialist Disability Accommodation
- have intentionally caused damage to the property
- cannot be supported at the property without causing serious risk to others

Able will determine that a different notice period is appropriate and you will be provided with the detail of this notice in writing. It is noted that this may include ending the tenancy immediately.

If you feel that you have been unfairly treated by Able in ending the rental agreement, please contact us directly to discuss. You can also contact the NDIA or any other relevant complaint body. Please refer to the **“Feedback, Complaints and disputes”** section detailed in this Handbook.

### When you leave the property, you are responsible for:

- Moving your furniture and all of your belongings out of the property by the date you leave or as required by Able.
- Cleaning the property.
- Ensure all accounts are up to date and paid including rental payments.

## 9. Managing vacancies in shared living arrangements

Able will work together with the SIL Provider to manage vacancies by identifying suitable participants using a shared vacancy matching process. In assessing and matching vacancies, Able and the relevant SIL Provider will respect each participant's right to have their needs, preferences and situation taken into account.



## 10. Risks to tenancy relating to behaviours of concern

If your behaviour is of concern and puts your tenancy at risk, Able will discuss options with you, your family/representative and SIL Provider. The primary focus will be to work together to maintain safe tenancy, however other options including tenancy transfers or alternative housing options may also need to be considered.



## 11. Maintenance

Able has a maintenance reporting process and schedule that is provided to your SIL provider. You should notify your SIL provider of any maintenance requirements you have.



Each repair request will be assessed by Able and response times will be triaged as follows:

Maintenance/Fault	Definition	Timeline
 <b>Critical</b>	Life threatening or immediate injury threatening situation, e.g.: <ul style="list-style-type: none"> <li>• Fire/fire alarm/sprinkler activation</li> <li>• Major leak or flooding</li> <li>• Hoist entrapment</li> <li>• Major loss of power</li> </ul>	Contractors to attend site <b>within 2 hours</b> and render safe
 <b>Urgent</b>	Events that may reduce operational efficiency but does not prevent work continuing, e.g.: <ul style="list-style-type: none"> <li>• Hoist not working and no available alternative</li> <li>• Broken lock in vital area</li> <li>• Hot water not working</li> </ul>	Contractor to attend site <b>within 24 hours</b>
 <b>Low</b>	Noncritical/urgent repairs and maintenance, e.g.: <ul style="list-style-type: none"> <li>• Airconditioning too hot/cold</li> <li>• General repairs and maintenance</li> <li>• Painting</li> <li>• Cleaning and grounds faults</li> </ul>	Contractor to attend site <b>within 5 working days</b>
 <b>Planned</b>	Scheduled or preventative maintenance, e.g.: <ul style="list-style-type: none"> <li>• Airconditioning servicing</li> <li>• Grounds maintenance</li> <li>• Pest control</li> <li>• Gutter cleaning</li> </ul>	Contractor to attend site <b>within 30 working days</b>



If you require any alterations to be made to the property for your use (for example the installation of ramps or hoists on the property), you'll need to get Able's approval first. You will be asked to provide information in line with Able's SDA Maintenance and Modifications guidelines. Depending on the type of alteration, you may be required to pay Able as the SDA provider, or a third party as advised by Able for the costs incurred in making the alterations.

**Damage to the property** caused, for example by fire/flood/storm and where it is no longer safe or practical for you to live at the property, Able will contact you explaining either:

- How we will repair the damage to your home and, if required, we will work with you, your SIL and family/carer to find another suitable home for you during repairs.
- Alternatively, we may work with you to find another permanent home for you and end the rental agreement.

**Inspections and property access** – Able can visit and inspect the shared areas of the property at any reasonable time.

We will always advise your SIL provider to arrange a suitable time beforehand. Repairs, cleaning, maintenance, upgrades and renovations of the shared areas can be done by Able as needed. These will also happen at any reasonable time and be arranged through your SIL provider.

Able may need to enter your room from time to time and will provide notice to you on the following basis:

Request for Access	Definition
In an emergency, or to carry out emergency repairs or inspections	Immediate access
To carry out general repairs and maintenance	24 hours
To carry out any other works, including structural works or property upgrade	24 hours
To show the room to a prospective resident after notice to terminate has been given	48 hours
To carry out inspections	48 hours
For any other reason	48 hours

## 12. Support Providers

Able will support your choice of SIL Provider, however, we will expect the following matters are decided between all parties:

- Supports are fully funded by the NIDS or other funding body
- Responsibilities are clear between all parties, including:
  - Duty of care
  - Work health and safety (WHS)
  - Establishing a governance framework
  - Emergency evacuations

Able is also a SIL provider and you may choose us to be your SIL provider. If you choose another SIL provider, we will establish a Collaboration Agreement with your chosen SIL provider to detail what the SIL and SDA provider responsibilities are.

The SIL provider may supply and manage the furniture for the common areas and is responsible for the onsite overnight assistance area.

**You must contact Able if you wish to end a relationship with a SIL provider who is providing SIL or Continuity of Support (COS) services at the property.**

A SIL provider may be changed any time if:

- the SIL provider is deregistered by the NDIS
- the SIL provider becomes insolvent or is subject to an insolvency event including administration
- the SIL provider has engaged in inappropriate or illegal conduct
- Able has terminated its Collaboration Agreement with the SIL provider and the SIL provider can no longer access the property

**Able will support you and your Support Coordinator if you wish to change the SIL provider. The process will include obtaining proposals from other SIL providers, house meetings, voting and nominations for the new provider to be chosen.**

Able may appoint a temporary SIL provider to deliver supports at the property without consultation with you only if:

- Your agreement with the SIL provider has been terminated and you have not yet chosen a new SIL provider, or you have chosen a SIL provider and they have not started delivering supports.
- Able has terminated the Collaboration Agreement which gives the SIL provider access to the property; or
- In any other circumstances where a SIL provider is required to support you and the other occupants of the property at short notice and the provider is unable to do so.

**Any appointment of a temporary SIL provider cannot last longer than 90 days.**

Where a temporary SIL provider must be urgently appointed, Able will give you and other occupants of the property a reasonable time to decide whether you will agree to the temporary SIL provider being appointed.



### 13. Emergencies and Natural Disasters

Able aims to provide a safe home for all residents. This also includes a range of safety items in the home. Both you and your SIL provider will be briefed on the available safety features, which will be maintained and certified on an ongoing basis.

Safety features of your home will include fire equipment like smoke alarms and fire extinguishers. These will be shown and explained to you, your family/representative and SIL provider with consideration of your preferred communication method.

Able is responsible for the maintenance of fire and safety equipment in properties and the SIL provider is responsible for training staff to use relevant equipment.

**Evacuation diagrams will be posted on the walls of your home by Able.**

Personal evacuation procedures for you will be completed by the SIL provider to assist staff when supporting you to evacuate the building.

In the event of an emergency evacuation, your SIL provider must have plans in place including a Personal Emergency Evacuation Plan (PEEP). The SIL provider will also report to Able on any fire drills that occur in your home.

If your home is affected by a natural disaster, this may mean arranging for you to move to a safe place and could include overnight emergency accommodation for a short period of time.

If your home has been damaged, or it is not possible for you to safely return to live in it, your SIL provider will contact Able. We will talk to you and your SIL provider about arranging safe temporary accommodation for you. This temporary accommodation may be with another SDA property or a hotel. Your SIL provider will continue to support you in the temporary accommodation.

Able will provide temporary accommodation for up to 90 days. If your home has not been made safe for your return by that time, we will discuss alternative long term accommodation options with you.

### 14. Privacy

Able agrees to comply with all relevant Privacy Laws in the way it holds, uses and shares your personal and health information, including your NDIS or COS plan.



Able may ask that you sign a written consent which allows us to share your personal and health information with the SIL provider or another person or service. You do not have to sign the consent if you don't want to and, if you do sign, you can withdraw your consent at any time you choose.

### 15. Dispute Resolution

Wherever possible, Able and the SIL provider will work together with you to resolve any issues or disputes. Where an informal approach cannot bring any dispute to a speedy resolution, our staff will support you to access the relevant tenancy resolution service in the state or territory where you are living.



### 16. Record Keeping

Able agrees to keep full and accurate accounts and financial records of all payments made by you, repairs, maintenance or insurance records for your home and any complaints which it has received for 7 years from the date each record is received. If you would like to view these records held by Able, please contact [tenancy@ableaustralia.org.au](mailto:tenancy@ableaustralia.org.au).



### 17. Pets

Residents are allowed to keep pets provided all residents agree to the pet living at the house. Residents must agree on areas of the house the pet can go in. All costs associated with the pet are the responsibility of the pet owner/s.





## 18. Feedback and Complaints

Able will explain to you its complaints/feedback policy at the time you sign your rental agreement. If you wish to provide feedback or make a complaint to Able or a person who is not involved in day to day supports or accommodation, please contact [feedback@ableaustralia.org.au](mailto:feedback@ableaustralia.org.au) or call us on **1300 225 369**

A form is also available on our website by clicking the link here - [Feedback and Complaints - Able Australia](#).

If you have a NDIS plan and you are not satisfied or do not want to talk to Able, you can contact the **National Disability Insurance Agency** by calling **1800 800 110**, visiting one of their offices in person, or visiting [ndis.gov.au](http://ndis.gov.au) for further information.

If you have a COS plan and you are not satisfied or do not want to talk to Able, you can contact the **Commonwealth Department of Health** by calling **1800 020 103** or visiting <https://agedcare.health.gov.au/programs-services/commonwealth-continuity-of-support-programme> for further information.

If you wish to seek independent advocacy to assist in your complaint/feedback, this link lists several independent advocacy organisations across Australia <https://askizzy.org.au/disability-advocacy-finder>

By signing the rental agreement, you acknowledge that Able has reporting obligations in relation to complaints made and will report any complaints as required by all relevant laws.

## 19. Key Contacts

<b>Facilities Maintenance Emergencies Only</b>	<b>1300 068 549</b>
<b>Able Australia Services</b>	<b>1300 225 369</b>



**National Office**

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