# Information statement for SDA residents entering into a Residential tenancy agreement

This Information Statement accompanies your Residential Tenancy 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.

In your Agreement you are called the ‘Tenant’ and the SDA Provider is called the ‘Landlord’.

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 enrolled dwelling (the rented premises).

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.

## 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 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 [*Renting a home: A guide for tenants*](https://www.consumer.vic.gov.au/library/publications/housing-and-accommodation/renting/renting-a-home-a-guide-for-tenants.pdf) booklet 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 tenancy.

It is an offence under the Residential Tenancies Act for a person to misrepresent to 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.

## Additional terms

Extra terms and conditions may be included in the Agreement if you and your SDA Provider agree but these must comply with the Residential Tenancies Act. 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 D of that Agreement.

## Your SDA Provider and your SIL Provider

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

Your Supported Independent Living (SIL) Provider supports or supervises your daily tasks, so that you can live as independently as possible. Your SIL Provider is the person who assists you each day in your dwelling. You may have more than one SIL Provider.

The SDA Rule, made under the NDIS Act, requires that (where possible) your SDA Provider has written arrangements with you and your SIL 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 SIL Provider(s).

## Your duties

You should regard the rented premises as your home, and you have several duties as a Tenant 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 get the agreement of the SDA Provider before you install anything that cannot be easily removed without damaging the rented premises, 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 E.

## 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

### 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) look at whether the SDA Provider (or the SDA Provider’s agent) is maintaining the rented premises. However, before going to CAV 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.

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.

After you receive the report you can apply to VCAT for a repairs order, but you must apply within **60 days** of receiving the report. If you have asked CAV to look at the problem and have not received a report from them after **90 days**, you can go to VCAT for an order that the SDA Provider (or the SDA Provider’s agent) fix the problem.

### 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
* 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, 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 $1,800. 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 **14 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 $1,800, 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 can enter your rented premises, but only in specific situations. You can agree to the SDA Provider (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 (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 **24 hours**’ notice is given to:

* show the rented premises to a person who wishes to become a tenant 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
* show the rented premises to a person who wishes to purchase the rented premises
* show the rented premises to a prospective lender and the premises are to be used as security for a loan
* enable the SDA Provider to carry out a duty under the Residential Tenancies Act, under your Agreement or under any other Act
* allow the rented premises to be the subject of a valuation
* the SDA Provider has reasonable grounds to believe you have failed to comply with your duties under Residential Tenancies Act or your Agreement, or
* enable inspection of the rented premises because of VCAT proceedings relating to family violence or personal violence. The excluded tenant may have a representative present at the inspection but must provide the name and contact details of the representative to SDA Provider.

If the SDA Provider is showing the rented premises to another person who wishes to become a tenant, they can only do so in the last **14 days** before you move out.

The SDA Provider (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 **24 hours**’ notice is given to you to carry out a general inspection but only if the SDA Provider 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 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 email, by post or by handing it to you personally. The notice must state why the SDA Provider (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

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:

* $350 in the case of fixed term Agreement of five years or less, or
* $760 in the case of fixed term Agreement of more than five years.

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

If the Agreement is a fixed term Agreement of more than five years and you use Form 2, you and the SDA Provider can specify the manner of payment of rent in the Agreement. The National Disability Insurance Scheme (Specialist Disability Accommodation) Rules 2016 (‘SDA Rule 2016’), made under the NDIS Act, together with the Terms of Business, provide for the ‘reasonable rent contribution’ (RRC) that registered SDA Providers can receive from NDIS participants.

If you receive the Disability Support Pension, your RRC must not exceed:

* 25 per cent of basic rate of the Disability Support Pension
* plus 25 per cent of the any Pension Supplement received
* plus 25 per cent of the any Youth Disability Supplement received
* plus 100 per cent of any Commonwealth Rent Assistance received.

If you do not receive the Disability Support Pension, your RRC must not exceed:

* 25 per cent of ‘basic rate of the Disability Support Pension’
* plus 100 per cent of any Commonwealth Rent Assistance received.

In exceptional circumstances you may make a contribution over the RRC, in accordance with the SDA Rules 2016, rules 7.30 and 7.31.

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**.

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

If the Agreement is a fixed term Agreement of more than five years and you use Form 2, you and the SDA Provider can choose the method for calculating rent increases in the Agreement.

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:

* $350 in the case of fixed term Agreement of five years or less, or
* $760 in the case of fixed term Agreement of more than five years – only if you use Form 2.

Your SDA Provider can apply to VCAT to request an order to increase the maximum amount of bond.

* For a fixed term Agreement of five years or less, the SDA Provider cannot ask you to pay more than one bond while you continue in occupation of the rented premises.
* For a fixed term Agreement of more than five years (Form 2), the SDA Provider may ask you to pay an additional bond (proportionate with increased rent), after five years of continuous occupation, provided you have another five years or more of the Agreement to go.

The SDA Provider must have given you **120 days**’ written notice in the approved form of the extra bond payment you owe. If you disagree with the additional bond, you can apply to VCAT.

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 you have broken either the terms of your Agreement or the Residential Tenancies Act.

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.

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

If you pay a bond, the SDA Provider (or the SDA Provider’s agent) must provide you with two copies of a signed ‘Condition report’ before you move in. Even if you have not paid a bond, it is still a good idea to get a Condition report.

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 **three 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, and the supply or hire of gas 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 or oil 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 where the premises are not separately metered imposed by a water corporation under the Water Act
* 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 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.

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.

In addition, the SDA Rule requires that registered SDA Providers must ensure that rented premises enrolled as SDA enrolled dwellings are in a good state of repair and are being appropriately maintained, having regard to the safety, security and privacy of the residents. SDA Providers must provide an annual declaration to the NDIS Commission that they meet this condition of registration.

## 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. The SDA Provider cannot charge you a fee for consenting or refuse consent because you refused to pay a fee.

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 tenant
* 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
* The Agreement terminates because the rented premises are:
* not vacant
* not in good repair
* totally destroyed
* partly destroyed and unsafe
* unfit for human habitation
* 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
* 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

If the SDA Provider’s registration with the National Disability Insurance Scheme (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
* unfit to live in
* not legally available as a residence, or
* not available to live in.

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 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.

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

If you have a periodic (‘month to month’) Agreement, the SDA Provider can also give you a Notice to vacate without specifying a reason provided they give you **120 days**’ notice.

Reasons for giving a Notice to vacate include:

| **Notice to vacate reason** | **Minimum notice required** |
| --- | --- |
| You or your visitor causes malicious damage to the premises or common areas | Immediate |
| You or your visitor put neighbours in danger | Immediate |
| 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 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 | 14 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 premises | 60 days |
| The SDA Provider wants to do something else with the rented premises (for example, use them for a business) | 60 days |
| Planned reconstruction, repairs or renovations of the rented premises require you to leave  Note: The SDA Provider must have obtained all necessary permits for the work before giving notice | 60 days |
| The rented premises are to be demolished  Note: The SDA Provider must have obtained all necessary permits for the work before giving notice | 60 days |
| The rented premises are to be sold or offered for sale with vacant possession (that is, there are no tenants living in the rented premises) when the Agreement ends | 60 days |
| The rented premises have been sold and all sale conditions have been satisfied | 60 days |

You can apply to VCAT for a review of a Notice to vacate on the basis that the notice is defective, it 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 Tenancy 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 tenant listed in your agreement (if any), as long as all the other tenants 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** |
| --- | --- |
| If the premises are:   * totally destroyed * partly destroyed and unsafe, or * unfit to live in | Immediate |
| The SDA Provider has breached a VCAT order | 14 days |
| You have already given two ‘Breach of duty’ notices to the SDA Provider and the breach has re‑occurred | 14 days |
| The SDA Provider has given you a Notice of revocation because their NDIS registration or enrolment has been revoked | 14 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’. |
| You require temporary crisis accommodation, special or personal care, or are offered public housing | 14 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’. |
| 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.

You can lodge an objection with VCAT if the SDA Provider, mortgagee or owner applies to VCAT for a possession order for any of the following reasons:

* you were given a Notice to vacate because you owe at least 14 days’ rent and you are still living in the rented premises after the termination date
* you were given a notice for an end of fixed term and you are still living in the rented premises after the termination date, or
* you were given a notice to terminate a periodic tenancy (without a specified reason) and you are still living in the rented premises after the termination date.

If you do not lodge an objection, VCAT may make a possession order.

VCAT cannot make a possession order if the reason for the Notice to vacate was that you did not comply with one of its orders, but it is satisfied that this is the first time that you have not complied with a VCAT order, you will comply with future orders and that you have since complied with or tried to comply with the order as much as you can.

If VCAT makes a possession order, a warrant of possession can be issued immediately, or VCAT can order that you be given a notice to appear at VCAT after seven days to explain why a warrant of possession should not be issued.

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 enrolled dwelling or SDA enrolled dwelling 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 tenants 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 SIL 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 SIL Provider to arrange for a community visitor, through OPA, to visit you at any time. You can simply ask the SDA Provider or SIL Provider personally or give the SDA Provider or SIL 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 SIL 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](mailto: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.

For updated information related to complaints, visit ndiscommission.gov.au <ndiscommission.gov.au/about/complaints-feedback/complaints>.

### 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 NDIS plan

You can complain about your NDIS plan to your Support Coordinator if you have one under your plan, or by contacting the NDIA on:

Phone: 1800 800 110

Email: [feedback@ndis.gov.au](mailto:feedback@ndis.gov.au)

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

You can complain about your Continuity of Support (COS) Plan by contacting the Commonwealth Department of Health on:

Telephone: 1800 020 103

Email: [commonwealthCoS@health.gov.au](mailto:commonwealthCoS@health.gov.au)

Website: [agedcare.health.gov.au](https://agedcare.health.gov.au/the-commonwealth-continuity-of-support-cos-programme-feedback-and-concerns) <agedcare.health.gov.au/the-commonwealth-continuity-of-support-cos-programme-feedback-and-concerns>

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

You can complain to the NDIS Commission about the quality and safety of NDIS services and supports. You can contact the NDIS Commission on:

Telephone: 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/>

During the transitional arrangements that apply for 6 months after 1 July 2019, you can also continue to complain to the Victorian Disability Services Commissioner or Mental Health Complaints Commissioner.

You can contact the Disability Services Commissioner on:

Telephone: 1800 677 342  
Email: [complaints@odsc.vic.gov.au](mailto: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:

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

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

Telephone: 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 enrolling dwellings where required or authorised under law.