ENFORCEABLE UNDERTAKING

Pursuant to section 198 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic)

The commitments in this Enforceable Undertaking are offered to the Director of Consumer Affairs Victoria by:

Lifeline Victoria Pty Ltd (ACN 642 694 942), trading as Ability Allcare Services

of 15 Circuit Drive, Truganina VIC 3029

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Parties

The Director

1. The Director of Consumer Affairs Victoria (**the Director**) is established under section 107 of the *Australian Consumer Law and Fair-Trading Act 2012* (**ACLFTA**). The Director has responsibility for the operation of Consumer Affairs Victoria (**CAV**).
2. The Director is responsible for the administration of the ACLFTA, the Australian Consumer Law (**ACL**), which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth) and Victoria's other consumer protection legislation.
3. The Director may accept an Undertaking under section 198 of the ACLFTA in connection with a matter relation to a contravention of any other Consumer Act.

Lifeline Victoria Pty Ltd ACN 642 694 942, trading as Ability Allcare Services (Lifeline Victoria)

4. Lifeline Victoria is an Australian proprietary company limited by shares, which was registered on 16 July 2020 (**Company**).
5. Lifeline Victoria has its registered office at 15 Circuit Drive, Truganina VIC 3029.
6. Dhruv Chaudhari was and is:
   (a) the sole director and secretary of Lifeline Victoria from 16 July 2020; and
   (b) a person who acts on behalf of the Company, in the usual and ordinary course of its business**.**

Background

7. Lifeline Victoria is both a registered National Disability Insurance Scheme provider and a residential rental provider for the purposes of the RT Act.
8. Lifeline Victoria has entered into residential rental agreements with renters to whom it also provides NDIS services.
9. CAV commenced an investigation concerning Lifeline Victoria's residential rental agreements and associated tenancy practices.
10. The residential rental agreements identified by CAV contained provisions concerning access and entry to rented premises and amendments to provisions contained in the prescribed form of residential rental agreement.
11. Lifeline Victoria also:
    (a) omitted certain mandatory terms from residential rental agreements;
    (b) did not in all cases undertake the required entry condition reporting process and provide an entry condition report at the commencement of the tenancy; and
    (c) did not in all cases provide renters with prescribed information required by the RT Act at the commencement of the tenancy.

12. The Director is concerned that the conduct described above did not comply with the following provisions of the RT Act:
    (a) section 26 - agreement not in prescribed form;
    (b) section 35 - condition report;
    (c) section 66(1) - information required to be given to renter;
    (d) section 91A - entry to rented premises;
    (e) section 498D(1)(d) - information statement required to be given to renter; and
    (f) section 501(c) - false representation affecting a person's rights.
13. The Director is also concerned that amendments made to the prescribed residential rental agreement may engage the unfair contract terms provisions of the ACL.
14. Lifeline Victoria acknowledges that the conduct described at paragraphs 10 and 11 resulted in non-compliance with sections 26, 35, 66(1), 91A and 498D(1)(d) of the RT Act.
15. Lifeline Victoria does not admit that it contravened section 501(c) of the RT Act.
16. Lifeline Victoria acknowledges the importance of the statutory rights of renters and its obligations as a residential rental provider under Victorian residential tenancy legislation.
17. Lifeline Victoria has ceased using the residential rental agreement containing the provisions identified by CAV and has engaged an external legal practitioner to assist it to review and remediate its residential tenancy documentation and compliance systems.
18. To address the Director's concerns, Lifeline Victoria offers this Undertaking to the Director pursuant to section 198(1)(b) of the ACLFTA.

Undertakings

Acknowledgement and Remediation of Non-Compliance

19. Lifeline Victoria undertakes to remedy the non-compliances identified in this Undertaking in accordance with the requirements below and otherwise referred to in this Undertaking.

Identification of affected renters

20. Lifeline Victoria has engaged an appropriately qualified external Australian legal practitioner with expertise in Victorian residential tenancy law (**Independent Lawyer**).
21. Within 14 days of the Commencement Date, Lifeline Victoria will cause its Independent Lawyer to review all residential rental agreements and associated tenancy documents used by it from 1 July 2023 to the Commencement Date.
22. The review will identify:
    (a) each residential rental agreement entered into during that period;
    (b) the renter or renters who were parties to each agreement;
    (c) whether the agreements omitted any mandatory prescribed term;

(d) whether the agreements contained any non-compliant, prohibited, invalid, unfair or potentially misleading term;

(e) whether an entry condition report was completed and provided as required by the RT Act;

(f) whether prescribed information was provided to the renter as required by the RT Act;

(g) any recorded instance(s) in which Lifeline Victoria entered rented premises other than in accordance with the requirements of the RT Act; and

(h) any detriment identified as having been suffered by a renter because of the matters identified through the review.

23. Lifeline Victoria will maintain a written register recording the outcome of the review by its Independent Lawyer and the corrective action required in respect of each affected tenancy. Lifeline Victoria will provide a copy of the register to CAV upon completion of the review in paragraph 21.

Independent legal review of documents

24. Within 30 days of the Commencement Date, Lifeline Victoria will cause its Independent Lawyer to review (if any):

(a) all residential rental agreement templates;

(b) special conditions;

(c) tenancy policies and procedures;

(d) entry and access procedures;

(e) tenancy commencement documentation;

(f) renter correspondence templates; and

(g) any other document used by Lifeline Victoria that describes or affects the rights or obligations of renters.

25. Lifeline Victoria will implement all amendments reasonably required following that legal review to ensure its documents comply with the RT Act and applicable consumer protection legislation, including by removing or amending any term identified as non-compliant, prohibited, invalid, unfair or misleading.

26. All new residential rental agreements entered into after the Commencement Date will use the prescribed form of Residential Rental Agreement applicable in Victoria, subject only to additional terms which have been reviewed for compliance and which do not purport to exclude, restrict or modify mandatory statutory rights.

Notification of affected renters

27. Within 45 days of the Commencement Date, Lifeline Victoria will provide each affected renter identified under paragraph 22 with a written notice, expressed in clear and accessible language, which:

(a) explains the relevant compliance issue or issues affecting their tenancy;

(b) confirms that statutory tenancy rights continue to apply notwithstanding any inconsistent provision previously contained in their agreement;

(c) identifies any provision that will no longer be relied upon or enforced;

(d) provides corrected tenancy documentation where appropriate;

(e) explains any corrective action being taken by Lifeline Victoria; and

(f) provides a contact through which the renter may raise questions or concerns.

28. Lifeline Victoria will use reasonable endeavours to provide equivalent notification to any former renter identified through the review whose tenancy was affected by a matter requiring remediation.

Remedying renter detriment

29. Where the review identifies that a renter has suffered identifiable detriment as a result of a non-compliance, Lifeline Victoria will:

(a) record the nature of the detriment;

(b) consider the appropriate corrective action having regard to the individual circumstances including an apology to be included in the correspondence to renters in paragraphs 27 and 28 above;

(c) take reasonable steps to remedy that detriment; and

(d) record the action taken and outcome.

30. Nothing in this Undertaking prevents a renter from exercising any right or remedy otherwise available to them.

Current tenancy condition reports

31. Within 45 days of the Commencement Date, Lifeline Victoria will identify every current tenancy for which the required entry condition report was not provided at the commencement of the tenancy.

32. Lifeline Victoria acknowledges that, where the statutory timeframe prescribed by section 35 of the RT Act has expired, the historical non-compliance cannot be retrospectively cured by preparing an entry condition report purporting to record the condition of the premises at the commencement of the tenancy.

33. For each affected current tenancy, Lifeline Victoria will:

(a) notify the renter in writing that an entry condition report was not provided as required by section 35- this will be incorporated in the correspondence referred to in paragraphs 27 and 28;

(b) confirm that Lifeline Victoria will not rely upon the absence of an entry condition report to disadvantage the renter in any subsequent dispute concerning the condition of the premises at the commencement of the tenancy;

(c) offer the renter an opportunity to participate in an inspection and preparation of a current record of the condition of the premises, clearly dated as at the date of inspection and not represented as an entry condition report under section 35; and

(d) retain that current condition record with the tenancy records for the purpose of assisting the parties in documenting the condition of the premises from that date forward.

34. Nothing in paragraph 33 is intended to represent that a current condition record satisfies or retrospectively remedies Lifeline Victoria's historical obligations under section 35 of the RT Act.

35. Any report prepared pursuant to paragraph 33(c) will:

(a) clearly identify the date on which the report was prepared;

(b) not represent that the report records the condition of the premises at an earlier date;

(c) provide the renter with an opportunity to comment on, amend or dispute the recorded condition; and

(d) be retained with the tenancy records.

36. Lifeline Victoria will not rely upon the absence of an entry condition report caused by its historical non-compliance to disadvantage a renter in relation to the condition of the premises at the commencement of the tenancy.

Prescribed information

37. Within 30 days of the Commencement Date, Lifeline Victoria will provide each current renter with any prescribed tenancy information that should previously have been provided but which its review is unable to verify was provided.

Entry and Access Procedures

38. Within 30 days of the Commencement Date, Lifeline Victoria will implement a written Entry and Access Procedure which clearly distinguishes between:

(a) tenancy management;

(b) disability support delivery;

(c) participant or renter consent;

(d) emergency circumstances; and

(e) statutory rights of entry under the RT Act.

39. The Entry and Access Procedure will expressly state that NDIS service delivery arrangements, behavioural support needs, duty of care obligations or internal operational procedures do not of themselves displace the statutory requirements governing entry to rented premises.

40. Relevant staff will be required to comply with the Entry and Access Procedure, and records of statutory entries will be maintained.

Education and Training

41. Within 90 days of the Commencement Date, Lifeline Victoria will cause its Independent Lawyer to provide training concerning residential rental provider obligations under the RT Act.

42. The training must be completed by:

(a) Dhruv Chaudhari;

(b) Jayati Dave; and

(c) all other Lifeline Victoria staff whose duties include tenancy management, administration of residential rental agreements, entry to rented premises or responsibility for tenancy compliance.

43. The training will include, at a minimum:

(a) the prescribed form of residential rental agreement and mandatory terms;

(b) prohibited and invalid terms;

(c) condition report requirements;

(d) prescribed information requirements;

(e) rights of entry and notice requirements;

(f) the interaction between tenancy management and NDIS support delivery; and

(g) renter rights.

44. Lifeline Victoria will maintain records of attendance and completion of the training.

45. Within 14 days after completion of the training, Lifeline Victoria will provide CAV with written confirmation:

(a) identifying the persons who completed the training;

(b) confirming the date on which the training was completed; and

(c) describing the subject matter covered by the training.

46. Refresher training will be provided annually during the term of this Undertaking to staff performing relevant functions.

Payment to the Victorian Consumer Law Fund

47. Lifeline Victoria undertakes that it will pay to the Director, on behalf of the Victorian Consumer Law Fund, a voluntary contribution of $20,000, in four instalments payable as follows:

(a) $5,000 within 60 days of the Commencement Date;

(b) $5,000 within 120 days of the Commencement Date;

(c) $5,000 within 180 days of the Commencement Date;

(d) $5,000 within 240 days of the Commencement Date.

Future Compliance

48. In addition to the obligations set out in this Undertaking, Lifeline Victoria undertakes to implement and maintain the further compliance measures specified in Schedule A – Further Compliance Actions. Schedule A forms part of this Undertaking.

Reporting and Auditing

49. Lifeline Victoria will by no later than 10, 22 and 34 months after the Commencement Date (each an **Audit Date**), conduct an internal audit of Lifeline Victoria's compliance with its obligations under this undertaking, including those in Schedule A (each an **Internal Audit**).
50. Within 30 days of each Audit Date, Lifeline Victoria will prepare a written internal audit report (each an **Internal Audit Report**) setting out:
    (a) the findings of the Internal Audit;
    (b) whether any instances of non-compliance with this Undertaking were identified; and
    (c) any remedial action proposed or taken to address the identified instances of non-compliance, together with a proposed timeframe for completion.
51. Lifeline Victoria undertakes to provide CAV with a copy of each Internal Audit Report within 45 days of each Audit Date. Lifeline Victoria undertakes to promptly implement any reasonable remedial action identified in the Internal Audit Report.
52. Lifeline Victoria will make copies of any supporting information relevant to the Internal Audit Report available to CAV upon request within the timeframe specified by CAV, acting reasonably.

Commencement

53. This Undertaking comes into effect when:
    (d) this Undertaking is executed by Lifeline Victoria; and
    (e) the Director has accepted the Undertaking (**Commencement Date**).

Duration

54. This Undertaking has effect for three years from the Commencement Date.

Public Nature of Undertaking

55. CAV will make this Undertaking publicly available, including by publishing it on CAV's public register of undertakings on its website and making it available for public inspection pursuant to section 200 of the ACLFTA.
56. This Undertaking in no way derogates from rights and remedies available to the Director or any other person arising from the alleged conduct.
57. This Undertaking in no way derogates from the obligation of Company, its officers, employees, and agents to fully comply with the provisions of the ACL and associated regulations in the marketing and conduct of its business at all times.

Execution

Executed as an undertaking

EXECUTED by **Lifeline Victoria Pty Ltd (ACN 642 694 942)** in accordance with the requirements of section 127 of the *Corporations Act 2001* (Cth) by:



Signature of sole director and secretary

Dhruv Chaudhari

Name

29/09/2026

Date



Accepted by: ……..……..

Nicole Rich, Director of Consumer Affairs Victoria, pursuant to section 198 of the ACLFTA and, to the extent applicable, section 218 of the ACL.

On: 6 October 2026

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Schedule A - Remediation and Compliance Implementation Plan

This Schedule forms part of the Enforceable Undertaking offered by Lifeline Victoria Pty Ltd ACN 642 694 942 trading as Ability Allcare Services (Lifeline Victoria) to the Director of Consumer Affairs Victoria.

The obligations contained in this Schedule are additional to the obligations contained in the body of the Undertaking and are not intended to duplicate, limit or qualify those obligations.

1. **Historical Tenancy Review Register**

Lifeline Victoria will establish and maintain a Historical Tenancy Review Register recording, for each residential rental agreement reviewed pursuant to the Undertaking:

- the tenancy reviewed;
- the relevant compliance issue or issues identified;
- the remediation required;
- the action taken;
- the date the remediation was completed; and
- any outstanding action.

Timeframe: Established within 30 days of the Commencement Date and maintained until all identified remediation is complete.

Evidence of compliance: Historical Tenancy Review Register and supporting records.

2. **Approved Tenancy Document Register**

Lifeline Victoria will establish and maintain a version-controlled Approved Tenancy Document Register identifying all residential tenancy documents approved for operational use.

Any superseded residential rental agreement, special condition, template or associated tenancy document will be removed from operational systems or clearly marked:

“SUPERSEDED – NOT FOR USE”

Timeframe: Established within 30 days of the Commencement Date and maintained throughout the term of the Undertaking.

Evidence of compliance: Approved Tenancy Document Register and version-controlled approved templates.

3. **Renter Remediation Register**

Lifeline Victoria will maintain a confidential Renter Remediation Register recording:

- affected renters identified pursuant to the Undertaking;
- the nature of the compliance issue affecting the renter;
- notification provided to the renter;
- remediation undertaken;

- the date remediation was completed; and
- any outstanding action.

The register will be maintained in a manner consistent with applicable privacy obligations.

Timeframe: Established within 45 days of the Commencement Date and maintained until all identified remediation is complete.

Evidence of compliance: Renter Remediation Register and supporting records.

4. **Entry Register**

Lifeline Victoria will establish and maintain an Entry Register for entries to rented premises undertaken in connection with its residential tenancy management functions.

The Entry Register will record, where applicable:

- the premises;
- date and time of entry;
- purpose of entry;
- statutory or other lawful basis relied upon for entry;
- notice provided to the renter;
- renter consent, where applicable; and
- person or persons entering the premises.

Timeframe: Established within 30 days of the Commencement Date and maintained thereafter.

Evidence of compliance: Entry Register and supporting notices, consent records or other relevant documentation.

5. **Tenancy Commencement Checklist**

Lifeline Victoria will implement a mandatory Tenancy Commencement Checklist for all new residential tenancies.

The checklist will require confirmation, where applicable, of:

- use of the current approved residential rental agreement;
- use only of approved additional or special conditions;
- completion of the statutory condition report process;
- provision of prescribed renter information;
- provision of other documentation required by applicable residential tenancy legislation; and
- completion of Lifeline Victoria's approved tenancy commencement procedures.

The checklist must be completed and retained as part of the tenancy record.

Timeframe: Implemented within 30 days of the Commencement Date and used for all new tenancies thereafter.

Evidence of compliance: Completed Tenancy Commencement Checklists and supporting tenancy records.

6. **Staff Compliance Acknowledgement**

Lifeline Victoria will require each staff member whose duties involve tenancy management, residential rental agreements or entry to rented premises to acknowledge that they have received, read and understood the applicable residential tenancy compliance policies and procedures, including the Entry and Access Procedure required by the Undertaking.

Timeframe: Existing relevant staff within 45 days of the Commencement Date and new relevant staff as part of induction.

Evidence of compliance: Signed or electronically recorded staff acknowledgements.

7. **Training Register**

Lifeline Victoria will establish and maintain a central Residential Tenancy Training Register recording:

- the name of each relevant staff member;
- training completed;
- date of completion;
- training provider;
- induction training;
- refresher training; and
- any further training required following an identified compliance issue.

Timeframe: Established within 90 days of the Commencement Date and maintained throughout the term of the Undertaking.

Evidence of compliance: Training Register together with attendance records, certificates or other evidence of completion.

8. **Compliance Incident and Corrective Action Register**

Lifeline Victoria will establish and maintain a Residential Tenancy Compliance Incident and Corrective Action Register.

The register will record:

- any actual or suspected residential tenancy compliance incident;
- the date the issue was identified;
- the nature of the issue;
- investigation undertaken;
- outcome of the investigation;
- corrective action required;
- person responsible for the corrective action;

- due date for completion; and
- date the corrective action was completed.

Timeframe: Established within 60 days of the Commencement Date and maintained throughout the term of the Undertaking.

Evidence of compliance: Compliance Incident and Corrective Action Register and supporting records.

9. **Annual Review of Tenancy Documents**

Lifeline Victoria will arrange for its approved:

- residential rental agreement;
- additional or special conditions;
- tenancy commencement documentation;
- Entry and Access Procedure; and
- other material residential tenancy policies and procedures

to be reviewed at least annually to identify any legislative or regulatory changes and any amendments required to maintain compliance.

Any required amendments will be incorporated into the Approved Tenancy Document Register and superseded versions removed from operational use.

Timeframe: At least annually throughout the term of the Undertaking.

Evidence of compliance: Dated annual review record, updated Approved Tenancy Document Register and revised documents where applicable.

10. **New Staff Induction**

Any new staff member whose duties involve:

- tenancy management;
- administration of residential rental agreements;
- provision of tenancy documentation;
- entry to rented premises; or
- responsibility for residential tenancy compliance

will receive appropriate residential tenancy compliance induction before independently performing those functions.

The induction will include the distinction between Lifeline Victoria's responsibilities as an NDIS service provider and its separate obligations when acting as a residential rental provider.

Timeframe: Ongoing throughout the term of the Undertaking.

Evidence of compliance: Staff induction records and Residential Tenancy Training Register.

11. **Responsibility for Further Compliance Actions**

The Director of Lifeline Victoria will have overall responsibility for ensuring that the further compliance actions specified in this Schedule are implemented and maintained.

Individual actions may be delegated to appropriately qualified staff or external advisers. Any such delegation does not relieve Lifeline Victoria of its responsibility to comply with this Schedule.

12. **Record Retention**

Lifeline Victoria will retain records sufficient to demonstrate implementation and ongoing operation of the further compliance actions contained in this Schedule for the duration of the Undertaking and otherwise in accordance with applicable legal record-retention requirements.

Nothing in this Schedule limits Lifeline Victoria's obligation to comply with the *Residential Tenancies Act 1997 (Vic)*, applicable consumer protection legislation or any other applicable law.