

## **SUBMISSION TO RESIDENTIAL TENANCY DATABASE WORKING PARTY**

-in response to *Residential Tenancy Databases Issues Paper (November 2003)*

### **1. INTRODUCTION**

This paper is a NSW Department of Housing submission to the Residential Tenancy Database Working Party. This is a joint working party of the Ministerial Council on Consumer Affairs and the Standing Committee on Attorneys-Generals. The submission is in response to the working party's *Residential Tenancy Databases Issues Paper (November 2003)*.

This submission takes into consideration the various roles and activities of the Department of Housing. It has been formulated from the Department's perspective as social housing provider; landlord for public housing; accreditor of small housing providers in the community housing sector; head lessor of private sector rental properties tenanted by public housing clients; and advocate for and provider of assistance for people on low incomes and in housing stress.

The submission addresses the broad issues in relation to the use of Residential Tenancy Databases (RTDs) that impact on the Department's operations and clients.

The Department does not use or access RTDs or contribute any information about our clients from or to RTDs when assessing or assisting applicants with our products and services.

The Department supports this review of RTDs and the development of measures to better regulate and control the listing practices of RTDs. These measures should seek to strike a fair balance between the rights and interests of agents, lessors and tenants. The Department's concern is that the private rental market operates both effectively and fairly so that demand is not shifted from the private market to public housing because of the effect of databases that may unreasonably 'blacklist' particular tenants from the private rental market.

#### **1.1 Structure of the Submission**

Section 2 of this submission gives a brief summary of the services and activities undertaken by the Department that are relevant to RTDs and outlines the trends and challenges that impact on housing in NSW.

Section 3 provides comments on the use of RTDs in screening prospective tenants and outlines the Department's approach to screening former public housing tenants.

Section 4 addresses the Department of Housing's response to questions posed in *Part 4 - Discussion of Key Issues* in the Issues Paper. Due to the Department's role as a social housing provider many of the discussion questions in other sections of the paper, posed to property managers and landlords of private rental properties, are not applicable to the Department's activities. Therefore no comment is provided on these questions.

Section 5 lists the documents that have been included in the Appendix to this submission.

## **2. SERVICES AND ACTIVITIES OF THE NSW DEPARTMENT OF HOUSING**

### **2.1 Direct Management of Social Housing**

The Department of Housing operates under the Housing Act 2001 to manage the New South Wales Government's Housing Portfolio. We are responsible for direct tenancy and property management for over 129,000 public housing homes and manage over 4,000 properties on behalf of the Aboriginal Housing Office.

The Department provides assistance to those people in housing stress by offering:

- Housing advice;
- Service referral;
- Assessment of housing needs;
- Allocation of properties to applicants; and
- Assistance to enter or maintain private rental tenancies and home purchase.

The Department provides housing and housing assistance through a range of programs targeted to people on low incomes, in housing stress and often with a range of support needs. To ensure that people most in need access the Department's services, the Department gives priority to eligible clients who require a range of support services in order to live independently.

Because people assisted by the Department are on low incomes and in housing stress they are vulnerable to improper database practices. Approximately 90% of public housing tenants are in receipt of some kind of statutory income.

### **2.2 Private Rental Assistance**

The Department also provides financial assistance through the Rentstart and Special Assistance Subsidies Programs to assist people secure and maintain tenancies in the private rental market. The Rentstart Program provides financial assistance with private rental start-up costs to low income earners and one off assistance into low cost temporary accommodation to assist people who are in housing crisis or homeless during transition to longer-term arrangements.

### **2.3 Non-Government Housing Provider Funding and Regulation**

The Department oversees and funds the community sector to provide tenancy and property management for more than 12,600 properties and provides regulation of the community housing sector. Community housing includes:

- Short and medium term transitional housing for people who are homeless and in crisis; and
- Long term housing, including supported housing

Through the Office of Community Housing, the Department has established a system of accreditation and standards for community housing providers. The National Community Housing Standards set out standards of good practice in service delivery in the community housing sector<sup>1</sup>. The standards and accreditation process are designed to ensure that appropriate housing allocations policies and practices and effective tenancy management have the effect of obviating the need for listing tenants on rental databases.

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<sup>1</sup> National Community Housing Forum, *National Community Housing Standards Manual*, May 2003.

## 2.4 Trends and Challenges in Housing

Housing plays a fundamental role in people's lives. A decent, stable and affordable place to call home underpins our health safety, security, family life and participation in the workforce. Changes to our economy, population and lifestyles are changing the face of housing in New South Wales.

**Population change:** The NSW population is expected to exceed 7 million people by 2010. The population is ageing and the size of households is decreasing. As a result more and smaller homes will be needed.

**Economic growth:** Australia has enjoyed steady economic growth over recent years yet the benefits and costs have fallen unevenly on communities across the state. The economic divide continues to widen, particularly in relation to housing.

**Employment shifts:** Globalisation and worldwide economic forces continue to impact employment as well as its gradual shift from rural and outer suburban areas to regional centres and city centres. Demand for housing will continue to follow this shift.

**Housing demand:** Strong demand has led to a situation where housing costs in Sydney are now, on average, the highest in Australia. As a consequence, demand for low cost private rental accommodation will continue to grow, particularly in Sydney and other coastal areas of NSW.

**Social change:** Different types of households require different types of housing. Housing will need to accommodate the needs and preferences of emerging groups such as low-income earners, single parent families, single people on a range of incomes, retiring baby boomers and older people.

These changes mean that some people are unable to access the private housing market. About 6% of NSW households (around 22% of renters) live in social housing. These households comprise 71% of the 500,000 people assisted by the NSW Department of Housing annually. The remainder are supported by the Department through private rent assistance (12%), crisis accommodation (15%) or home purchase assistance (1%).

**Private rental market:** The role RTDs play as a tool for protecting investors is acknowledged and recognised as vital to increasing the supply of affordable private rental accommodation, especially for smaller landlords. At the same time the capacity of the rental market to affordably house low-income households is in decline. For example, Census data shows that from 1986 to 1996, 60% of low cost housing stock disappeared from the Sydney rental market. Of the remaining low cost stock in 1996, 45% was unavailable to low income households because it was occupied by higher income households. In addition, because of the constraints in supply of smaller stock, many of those who were unaffordably housed were paying for housing larger than their requirements<sup>2</sup>.

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<sup>2</sup> Wulff, M & Yates, J. (with Burke, T.) (2001) *Low rent housing in Australia, 1986 to 1996*, Australian Housing Research Fund project No. 213, Commonwealth of Australia, Canberra.

### **3. KEY ISSUES RELATING TO USE OF RTDS IN SCREENING PROSPECTIVE TENANTS**

#### **3.1 Screening prospective tenants**

The Department does not access any information from RTDs about clients who seek our assistance but RTD listings that inappropriately screen out prospective tenants from private rental accommodation can and do impact significantly on the Departments' operations.

The Department does not compile complaint statistics from clients on the inappropriate use of RTDs. However, client service staff report anecdotal evidence of vexatious, inaccurate, out-of-date listings of clients on RTDs. While the nature of these claims comes second hand from clients and has not been verified, the reports we receive of inappropriate and inaccurate listings and breaches of privacy are too frequent to be dismissed. Their claims include:

- RTD listings are not being removed even though the client has repaid a rental debt or the issues are in dispute.
- Some clients report that they will not complain about matters like maintenance because they fear listing on the RTDs.
- Many estate agents fail to get any authority to check personal information on RTDs for applicants seeking rental properties.
- Tenants are informed they will be listed on the RTD but get no information on how to access RTDs or dispute the claim.
- Despite consent being given in good faith, clients are still experiencing difficulties in accessing the real reasons for being rejected for a tenancy.
- People were listed on the databases as bad tenants on frivolous or spurious ground.

The Department's client service teams suggest that in many ways the misuse of RTDs in screening prospective tenants is effectively locking many tenants out of the private rental market. For a number of people in this situation we have become the landlord of 'last resort'. Clients who have been 'blacklisted' are often unable to access any private rental accommodation even with the Department's assistance with bond and advance rent. Often the only avenue left to these clients is to seek priority housing from the Department to meet their immediate housing needs. This can place considerable stress on general housing resources available in the social housing sector.

A recent initiative of the Office of Community Housing known as the Tenancy Guarantee Program is being piloted in partnership with Wentworth Community Housing and the Department, to overcome the barriers some clients face in accessing private rental accommodation. The Tenancy Guarantee program has provided an additional avenue for clients to obtain leases in the private sector with a guarantee of \$1000 placed against their tenancy in compensation to landlords over and above the rental bond for rental arrears and property damage. This program has in many ways provided an incentive for real estate agents to consider applicants who are listed with a residential tenancy database.

#### **3.2 The Department's approach to screening former public housing tenants**

The Department has a policy and transparent process for screening former public housing tenants that reapply for public housing. The Department's policy on *Housing Former Tenants* is included in the Appendix. The policy states that the tenancy history of

a tenant and other household members is assessed when the tenant vacates a property. Depending on the former tenant's public housing occupancy and rental history their previous tenancy is categorised as satisfactory, less than satisfactory, unsatisfactory or ineligible. The policy applies only to public housing tenancy histories for the purpose of assessing a client's application for further public housing assistance.

The category assigned and any conditions that relate to the category reflect the seriousness of past breaches substantiated by orders granted in the Consumer Trader and Tenancy Tribunal (CTTT) and the level of debt owed to the Department. The category is assigned at the end of a tenancy and is considered when a former tenant reapplies for public housing.

The category determines a former tenant's eligibility for public housing and conditions to be met before the application is approved. Vacating tenants are advised of the category assigned to their tenancy and the reasons for this category if a forwarding address is known or on reapplication for public housing.

This information is not shared with any other organisation or person and has restricted access within the Department. It is used only for the purpose outlined above and is protected by privacy legislation. The category assigned to a former tenancy does not affect the person's eligibility for Rentstart assistance.

Former tenants have the right to appeal the category assigned. There are two levels of review. The first level of review is an internal review conducted by a person more senior than the one who made the original decision. The second level of review is an independent review conducted by the Housing Appeals Committee. Former tenants also have the other avenues open to all clients to dispute a decision made by a state government department such as the NSW Ombudsman or their local Member of Parliament.

When categorising a former tenancy, the Department also takes into account and records the household member responsible for non-arrears breaches such as nuisance and annoyance or extreme breaches such as using the premises for illegal activity or arson. This is to safeguard the Department from the risk posed by clients reapplying for housing who were not the tenant but the household member responsible for an extreme breach during a previous tenancy. This facility also provides a safeguard for former tenants who reapply that were victims of domestic violence. Clients in this circumstance often abandon the premises with rent owing or with property damage that has been caused by another household member. By recording the household member responsible the Department has the means to substantiate and exercise discretion to waive the conditions that normally must be met if a former tenant reapplies without this household member.

#### 4. RESPONSE TO KEY ISSUE QUESTIONS

The following responses are confined to those questions raised in the Issues Paper that are relevant to the Department's operations.

##### **48. What information should be listed on an RTD? Should the listing include information on the type of breach or reasons for the breach? Who should determine what information is listed on an RTD?**

A tiered approach to the information to be listed is suggested, similar to the Department's *Former Tenant* or *Renewable Tenancies* policy. For example rental arrears that have been repaid should be listed differently to severe and malicious property damage, prolonged nuisance and annoyance and high level rental arrears. The Department's *Renewable Tenancies* policy is included in the Appendix.

It is suggested that an evidence-based system is adopted for determining whether a person should be listed. It is suggested that consideration be given to the criteria outlined below for listing a person:

- The person owes the landlord more than the bond being held by the Rental Bond Board. This acknowledges the common practice that many tenants with an otherwise satisfactory tenancy history cease to pay rent for the period that the bond covers before vacating.
- The person has failed to pay an amount in accordance with an order from CTTT. The type of breach and reason for the breach should be included.
- The person has a CTTT order for a nuisance and annoyance breach such as an order under Section 68 of the *Residential Tenancies Act 1987*.

##### **49. Who do you think should be listed on an RTD? People who have signed the tenancy agreement or anyone occupying the house at the time?**

As indicated earlier, the Department is concerned about the unfair treatment of domestic violence victims who as tenants are listed on RTDs due to property damage when the damage was caused by an ex-partner or household member that no longer resides with the tenant. The capacity to list other household members would alleviate this problem.

##### **50 & 51. When should a person be listed? Eg. During or at the termination of a tenancy agreement? In what circumstances should a person be listed? Are there any exceptions to these circumstances?**

It is suggested that listings be made at the termination of a tenancy agreement. This affords tenants the opportunity to correct or remedy any arrears during the tenancy. At the end of the tenancy a person may be listed if the CTTT has granted an order. This aims to eliminate the recording of incorrect information. It is also suggested that a scaling similar to the Department's former tenants categories as outlined in *Housing Former Tenants* policy or *Renewable Tenancies* policy would assist to differentiate the breaches and identify satisfactory tenancies as well as those that were unsatisfactory.

The relative merit should be considered of moving away from the current use of RTDs for negative listings only towards obligatory information on all private rental tenancies. The listing information could include positive and negative tenancy histories and hold

cumulative records. This would allow tenants that have a history of successful tenancies prior to a single poor tenancy resulting from circumstances beyond their control (such as domestic violence or ill health) the opportunity to access private rental accommodation after the circumstances have changed.

**52 & 54. Should a person be given the opportunity to review and correct inaccurate information before it is listed? If so, what process should be followed? Should a person be informed about a listing on an RTD? If so, when should the person be informed and by whom?**

The Department's clients and staff confirm that currently there is no obligation on agents to inform tenants of their intention to instigate a listing on a database. Tenants are expected to pay a fee to determine if they are listed.

The Department supports ready access by clients to advice on whether they are listed. It is suggested that written notice of the listing, a copy of the information held on the database and the reason for doing so is issued to the client at the end of a tenancy.

The Department recommends that managing agents be obliged to disclose to clients their policy for accessing RTDs to screen applicants. Clients should be informed of any information supplied during the application process that will be entered on the database if they are listed or that could potentially be shared with other agents. This advice should be given at the commencement of a tenancy and includes how this information may be used and how it can be accessed and amended. It is suggested that information about RTDs be included in the standard publications for guiding tenants and landlords (eg The Renting Guide published by NSW Office of Fair Trading).

**55. Should a property manager be required to provide reasons as to why they have refused an application?**

The Department agrees that property managers should be required to provide reasons as to why they have refused an application and to provide a copy of the listing to the client on which the decision was based. This will allow tenants to correct any inaccuracies in the information.

**56. Is it reasonable for RTD operators to charge for accessing a listing? If so, why and under what circumstances is it appropriate? What is a reasonable charge?**

As the report has indicated there are numerous barriers to clients accessing their information on RTDs. The need to contact a database service (usually a 1900 number) at a cost of approximately \$5 per minute is not affordable for people on low incomes.

For many clients with high support and complex needs the ability to produce a written request for personal information is a challenge. In addition before giving out information, database companies require the tenant to supply information that many inquirers might be reluctant to give to a tenant database, for example driver's licence and/or passport numbers, current address and phone number. A simplified identification process for tenants to access their information by phone enquiry is suggested. This could be built into the tenancy agreement sign-up process.

Since the major beneficiary of RTDs is the landlord, the Department recommends that no charges be made to a tenant seeking to establish whether they are listed on an RTD. The establishment of a free phone helpline to assist tenants to access a listing has merit also.

**58. If a dispute about a listing arises, how should it be resolved?**

A number of the Department's clients have expressed concern about the dispute process involved in rectifying the information in RTDs. For example, some clients claim that they have been listed for the last 5 years and were not even aware that they had been listed. Other examples include inaccurate information about pets when they have never owned one. Claims like this support the Issues Paper's concerns about the reliability and the quality of information on RTDs. The Department's client service staff report that clients with high support and complex needs often do not have the capacity to negotiate or mediate with either the RTD operator or the property agent concerned.

If listings were only based on CTTT rulings this would remove some areas for dispute such as damage liability and whether the rent has been in arrears.

The Department supports an approach where landlords and tenants have access to an affordable and relatively informal dispute resolution system, with an emphasis on conciliation wherever possible. The system should also be independent and non-threatening for clients. The CTTT in New South Wales is one example of such a system.

If RTDs were refocused to record obligatory information on all private market tenancies, this may remove the current disincentive for RTD operators to remove an unfair listing from which they stand to benefit financially.

**59. Under what circumstances should an RTD listing about a tenant be changed/removed? Who should determine whether a listing should be changed/removed?**

The Department proposes that any system to change information on an RTD listing be open and transparent, easy to understand, accessible to tenants and widely communicated. If a framework of standardised, evidence-based criteria for RTDs is adopted, this should include guidelines on the circumstances when information can be changed and tenant appeals about the information can be heard, along with procedures and delegations.

**61. How long should a listing remain valid? Should listing duration relate to the severity/type of the breach?**

Standard criteria and procedures should be developed about removal of listings. Possible considerations for these criteria are:

- a scheme that relates length of listing to severity or type of breach,
- the removal of listings once a breach has been remedied

## 5. APPENDIX

The Appendix to this submission includes:

- 5.1 Housing Former Tenants Policy (NSW Department of Housing)
- 5.2 Renewable Tenancies Policy (NSW Department of Housing)
- 5.3 Comments from the NSW Public Housing Customer Council.

Hard copies of each document are enclosed with this submission.

Soft copies are also supplied for documents 1 to 2 through the following hyper-links:

1. [Housing Former Tenants Policy \(NSW Department of Housing\)](#)
2. [Renewable Tenancies Policy \(NSW Department of Housing\)](#)

## 5.1 DEPARTMENT OF HOUSING POLICY ALL0031A: HOUSING FORMER TENANTS

### Policy

Former tenants who lived in Department of Housing or Aboriginal Housing Office properties may apply for public housing. To be considered for public housing former tenants must be:

- Within the Department's income and asset eligibility limits
- A citizen of Australia or a permanent resident
- Living in NSW
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When a tenant vacates a property the Department assesses the tenancy history of the tenant and their household members. Depending on the former tenant's public housing occupancy and rental history their previous tenancy is categorised as:

1. Satisfactory
2. Less than satisfactory
3. Unsatisfactory
4. Ineligible.

The category assigned at the end of a tenancy will be considered when a former tenant applies for public housing. This review will determine an applicant's eligibility for housing assistance based on:

- Their previous public housing tenancy history
- Their current private rental tenancy history
- Regular repayment of any money owed to the Department incurred during a previous tenancy.

The review of the applicant's tenancy history will also be used to determine any conditions that need to be met by the applicant before requests for housing assistance will be approved.

A former tenant not assigned a category at the end of their tenancy prior to implementation of this policy will be assigned a category when they apply for public housing.

### Entitlement

Former tenants applying for housing assistance can expect the Department to:

- Advise them of the category assigned to their previous tenancy
- Explain the reasons for assigning the category
- Explain the conditions that apply to each category
- Explain the documentation required
- Explain the types of housing assistance available depending on category
- Explain why they are ineligible for a specific type of assistance
- Advise them of their right to appeal.

### Background

A former tenant is a public housing tenant who moved out of their Department of Housing or Aboriginal Housing Office property.

To be eligible for public housing, a person must satisfy the Department that they have the ability to sustain a successful tenancy. The ability to sustain a successful tenancy is demonstrated when a person meets the obligations of their Tenancy Agreement. These obligations are:

- Paying rent
- Looking after the property
- Not creating a nuisance and annoyance to neighbours.

The Department will need to be satisfied that a former tenant has the ability to sustain a tenancy, with or without support. The Department will also consider whether other people who lived with the former tenant can be part of any future household. This applies in cases where a household member in a previous tenancy was responsible for:

- Nuisance and annoyance
- Property damage
- Acts of violence

In summary the former tenant is responsible for outstanding debts. Nuisance and annoyance, acts of violence and property damage may be attributable to someone other than the tenant. Where this occurs, the individual responsible is deemed the cause of former unsatisfactory behaviour and this is considered when they apply for housing assistance or are part of a household relating to another application for housing assistance.

For more information on the ability to sustain a successful tenancy see the policy on [Eligibility for Public Housing \(ALL0030A\)](#).

## **Business Rules**

The Department reviews a person's tenancy history when they move out of public housing. Different categories are then assigned depending on whether the former tenant breached their previous Tenancy Agreement. The category and any conditions that relate to that category reflect the seriousness of past breaches.

There are 4 former tenancy categories:

1. Satisfactory
2. Less than satisfactory
3. Unsatisfactory
4. Ineligible.

### **1. Satisfactory former tenants**

Satisfactory former tenants are eligible for public housing. This category applies to former tenants who did not breach their former Tenancy Agreement. It also applies to former tenants who moved out of public housing owing the Department less than \$500.

Former tenants with a vacated debt must make regular repayments to rectify the debt. The former tenant's repayment history will be reviewed prior to making an offer of accommodation. Failure to maintain regular repayments will result in the cancellation of the offer.

### **2. Less Than Satisfactory Former Tenants**

Less than satisfactory former tenants include those who left the property of their own accord (without being evicted or being under threat of eviction or under a current Notice of Termination) but:

- Moved out owing the Department more than \$500 in rent, repairs, excess water or other charges
- Abandoned the property
- Left the property in an unsatisfactory condition
- Had substantiated complaints of serious nuisance and annoyance during their tenancy.

Applicants who owe the Department more than \$500 in unpaid rent or other charges are eligible for admittance to the Housing Register but their application will be suspended on the Housing Register for a period of 6 months. This means that no offer of accommodation will be made during this period unless the debt is fully repaid. Failure to make regular repayments will result in the applicant's name being removed from the Housing Register.

Less than satisfactory former tenants with a record of substantiated nuisance and annoyance will be offered a 6 month fixed term tenancy in order to establish the applicant's current ability to sustain a successful tenancy. Provided there are no tenancy breaches of the fixed term tenancy, the client will then be offered a 1 year fixed term Tenancy Agreement under the Renewable Tenancies Policy.

Substantiated nuisance and annoyance is defined as:

- An order obtained from the Residential Tribunal that a tenant had breached their Tenancy Agreement on nuisance and annoyance grounds
- Written verification from the Police under the Memorandum of Understanding that the client had breached their Tenancy Agreement, for example, disturbing the peace while on the residential premises. See Information Sharing and Coordination with Other Agencies (EST0121A).

When serious nuisance and annoyance occurs a Senior Client Service Officer Specialist/Aboriginal Specialist must determine if the offending behaviour is due to an intellectual or psychiatric disability which could be addressed by the provision of adequate support from the appropriate support agency.

Clients with a psychiatric or intellectual disability who are under consideration for a fixed term tenancy because of a previous record of substantiated nuisance and annoyance, must have a support plan negotiated with the relevant support agency before a fixed term tenancy will be offered. If the agency does not provide the agreed level of support in this period and the applicant does not fulfil the obligations of their Tenancy Agreement then the tenancy will be terminated.

### **3. Unsatisfactory Former Tenants**

Unsatisfactory former tenants include former tenants who:

- Were evicted from their previous tenancy, or
- Vacated before an Order of Possession to evict them was enforced
- Vacated before an Order of Possession was obtained and had substantiated complaints of nuisance and annoyance that the Area Manager approves as sufficient to justify the classification of Unsatisfactory, or
- Are "repeat" less than satisfactory tenants (that is, they have moved out of a public housing more than once and on more than one occasion were assigned a less than satisfactory category)

- Had substantiated complaints of nuisance and annoyance and were evicted, or
- Had substantiated complaints of nuisance and annoyance (as defined above) and vacated before an Order of Possession to evict them was enforced.

Unsatisfactory former tenants also include tenants who were subject to the Renewable Tenancies Policy and their tenancy was categorised as unsatisfactory. This does not include tenancies categorised as unsatisfactory due to illegal activities.

Unsatisfactory former tenants are not eligible for public housing until they have demonstrated that they have been able to sustain a tenancy in the private sector for at least 6 months. If an unsatisfactory former tenant is unable to sustain a private tenancy, their application for public housing will not be approved.

After a former unsatisfactory tenant has demonstrated that they are able to sustain a tenancy in the private sector, they will be offered a 6 month fixed term tenancy when turn reached for an offer of accommodation. The fixed term tenancy will be used to determine the applicant's ability to sustain a successful public housing tenancy. If a former unsatisfactory tenant is unable to sustain the tenancy during the fixed term, the tenancy will be terminated. Provided there are no tenancy breaches of the fixed term tenancy, the client will then be offered a 1 year fixed term tenancy under the Renewable Tenancies Policy.

#### **4. Ineligible Former Tenants**

Ineligible former tenants are those who were evicted for extreme breaches of their Tenancy Agreement, who vacated before an Order of Possession for an extreme breach could be enforced, or who vacated before an Order of Possession was obtained for an extreme breach that has been substantiated by written verification from the Police under the Memorandum of Understanding.

Extreme breaches may include:

- Illegal activities carried out by the tenant or a member of their household on the Department's premises. See the policy on [Use of Premises \(EST0013B\)](#).  
**Note:** Conducting an unauthorised business is an illegal use of the premises however it is not an illegal activity unless the business itself is unlawful.
- Convicted of arson or deliberate damage of the Department's or an Aboriginal Housing Office property by the tenant or a member of their household.
- Physical attacks or serious verbal threats directed at neighbours or the Department's staff made by the tenant or a member of their household.

Ineligible former tenants also include tenants who were subject to the Renewable Tenancies Policy and their tenancy was categorised as unsatisfactory due to illegal activity.

Only Regional Directors can determine whether a former tenant is ineligible for public housing due to a serious breach of their previous tenancy.

In cases where the former tenant lived in an Aboriginal Housing Office property, the Chief Executive Officer of the Aboriginal Housing Office will determine whether the former tenant is ineligible for further housing assistance following advice from the relevant Regional Director.

In regard to former Aboriginal clients in Public Housing, the Chief Executive Officer of the Aboriginal Housing Office will provide advice to the Regional Director but the final decision about ineligibility for housing rests with the Regional Director.

In special circumstances, and at their absolute discretion, Regional Directors may approve an ineligible former tenant's application for public housing. If the application for public housing is from an ineligible former AHO tenant, the Chief Executive Officer of the Aboriginal Housing Office will consider any decision to decline re-admittance to the Housing Register in conjunction with the Regional Director.

When approval is granted to a previously ineligible former tenant for public housing, then the applicant will be required to meet all the same conditions as unsatisfactory former tenants. That is, they will need to demonstrate that they can sustain a tenancy in the private sector for 6 months before consideration is given to offering the applicant a 6 month fixed term public housing tenancy. They will also need to repay any outstanding debts.

Ineligible former tenants may apply for Rentstart assistance to establish or maintain a tenancy in the private sector.

### **Clients Unable to Access Private Rental**

There may be a small group of unsatisfactory former tenants who have difficulty accessing private rental accommodation. This group may include:

- People with a physical disability
- Large families
- Clients from specific cultural groups

The Department will continue to support these clients by referring them to an appropriate external agency, alternative housing provider or advocacy service.

In some cases, unsatisfactory former tenants may still be unable to secure accommodation in their preferred area. Unless an applicant has to access supports on a weekly basis in a high demand area for medical or disability reasons, they will be required to seek private rental accommodation in areas of less demand before further public housing assistance can be provided. In regard to clients who cannot access the private sector due to cultural reasons or large family size, the Department will consider them for a fixed term tenancy. This assistance is subject to delegations outlined.

### **Reviewing Outstanding Debts from Former Tenancies**

Former tenants must repay outstanding debts. However, the applicant may still be considered for assistance if they demonstrate their commitment to repay the debt. This commitment is demonstrated by making regular weekly or fortnightly repayments. For more information see the policy on [Vacated Accounts \(REN0026A\)](#).

Where a former tenant has a debt of more than \$500 their name will be listed on the Housing Register if there are no other category requirements that must first be met. The application will be suspended on the Housing Register for a period of 6 months unless the debt is fully repaid. This means that no offer of accommodation will be made during this period.

At the end of this period the applicant's repayment history will be reviewed. These clients will be expected to repay the debt or make regular fortnightly payments to reduce the

debt for a 12 month period prior to being made an offer. Failure to maintain regular repayments will result in the applicant's name being taken off the Housing Register.

If a former tenant has a debt of less than \$500 their name will be listed on the Housing Register if there are no other category requirements that must first be met. The applicant's repayment history will be reviewed before an offer of accommodation is made. If regular repayments have not been made the applicant will not receive an offer of accommodation.

Former tenants who have made regular repayments, but have not fully repaid the debt before they are housed in another tenancy, must continue to make regular repayments until the debt has been repaid.

### **Appealing Decisions or Actions**

Former tenants can appeal a decision by the Department regarding:

- The category assigned at the end of a tenancy
- Being deemed ineligible for public housing
- Suspension from the Housing Register
- Not being admitted to the Housing Register
- Being removed from the Housing Register.

The normal appeals process applies. See the policy on [Appeals and Review of Decisions \(EST0015A\)](#).

## **5.2 DEPARTMENT OF HOUSING POLICY EST0020A: RENEWABLE TENANCIES**

### **Policy**

#### **Why we have this policy**

Renewable tenancies aim to encourage public housing tenants to understand their responsibilities as tenants and to abide by their Tenancy Agreement. They enable tenants and the department to identify early any breaches which may otherwise lead to the termination of a Tenancy Agreement. Renewable Tenancies form part of our strategy to provide policies and procedures, as well as advice and information about services to help tenants maintain successful tenancies.

### **Entitlement**

#### **How renewable tenancies work**

Most tenants begin a new public housing tenancy by signing a one year Tenancy Agreement called a renewable tenancy <sup>1</sup>. Renewable tenancies are for either one or three years and they apply for at least the first seven years of a public housing tenancy.

Three months before your first Tenancy Agreement is due to end we will review your tenancy. Part of this review will include an inspection of your property. If you have kept to the terms of your Tenancy Agreement we will consider you to have a satisfactory tenancy and we will renew your tenancy with a three year Tenancy Agreement. If you have a satisfactory tenancy for this three year Agreement and a following three year Agreement (seven years altogether) we will provide you with a continuous Agreement, that is, a tenancy that has no end date.

If, during any Tenancy Agreement we consider you have a less than satisfactory tenancy we will renew your tenancy with a one year Tenancy Agreement.

If, during any Tenancy Agreement we consider you have an unsatisfactory tenancy we may take action in the Consumer, Trader and Tenancy Tribunal (CTTT) to end your tenancy (see Unsatisfactory tenancy category).

We will only make a final decision to categorise a tenancy as less than satisfactory or unsatisfactory after we have given you a chance to let us know about any special circumstances that may have contributed to you breaching your Agreement.

<sup>1</sup> Also known as a "fixed term tenancy"

#### **Who does this policy apply to?**

This policy applies to most applicants who are housed on or after 25 November 2002. The policy also applies to:

- household members approved for succession of tenancy
- former tenants approved for a new tenancy
- tenants approved for a further tenancy at the end of a conditional three or six month tenancy
- tenants on a continuous tenancy approved for a one-year renewable tenancy in cases where we have decided not to act on an Order for Possession.

## Who does this policy not apply to?

The following people are exempt from the policy and are provided with a continuous Tenancy Agreement when they commence a new tenancy:

- new tenants eligible under our Housing Assistance for Elderly Clients (ALL0030D) policy
- tenants on a continuous tenancy approved for a transfer
- tenants on a continuous tenancy approved for mutual exchange
- spouse or partner approved for succession where the previous tenant was on a continuous tenancy
- all tenants of the Aboriginal Housing Office.

This policy does not apply to clients provided with a conditional 3-6 month tenancy under the Fixed Term Tenancies (EST0037A) policy and the Housing Former Tenants (ALL0031A) policy.

## Your rights and obligations as a public housing tenant

As a public housing tenant you can expect us (the NSW Department of Housing) to:

- explain the renewable Tenancy Agreement
- explain the three tenancy categories and how we make decisions about which category you are in
- explain what will happen if you breach (do not keep to) the terms of your Agreement
- explain the tenancy review process
- provide you with a copy of the Tenancy Agreement, Property Condition Report and Renting Guide at the time you sign the Agreement
- explain your rights to appeal against our decisions
- inform you in writing of things you are doing that may be breaching the Agreement.

As a public housing tenant you can expect the Department to be fair and just when we review your tenancy. To ensure this we will:

- make fair and just decisions based on this policy and the Residential Tenancies Act
- take into account all available relevant information
- not take into account matters that are not relevant
- provide you with an opportunity to respond to a preliminary tenancy review decision within
- 10 working days of informing you of our decision.

As a public housing tenant we expect you to:

- keep to the terms and conditions of your Tenancy Agreement
- rectify any breach of the Agreement
- give us 14 days notice of your intention to vacate if you wish to move out at any time before your Tenancy Agreement ends.

## Business Rules

### Managing your tenancy

We will manage your tenancy in line with our policies and procedures. No part of this policy restricts our rights under the Residential Tenancies Act or to serve a Notice of Termination at any time.

About six weeks after you sign a one-year Tenancy Agreement one of our Client Service Officers (CSOs) will visit you. They will notify you in writing seven days before the intended visit. The purpose of this visit is to develop a good working relationship with you and to make sure that we are both meeting our obligations under the Tenancy Agreement.

For more information about this visit see our policy on [Client Service Visits \(EST0006A\)](#).

### **Tenancy reviews**

Three months before your renewable tenancy is due to end the Client Service Officer will again visit you to:

- conduct a property inspection
- determine whether you are meeting the terms and conditions of your Agreement, and
- check if you have rectified any substantiated breaches, or are in the process of rectifying them to our satisfaction, and
- determine whether we will enter into another Tenancy Agreement with you and if so, for how long.

We cannot consider any breach during the review that has not been substantiated by the Consumer, Trader and Tenancy Tribunal (CTTT) or a Court, or HAC (in the case of subsidy fraud only).

However, the effect a tenancy has had on the neighbourhood can be given in evidence before the CTTT. As well, we cannot consider any breach or non-compliance with an Order relating to a former tenancy. We will only consider that you have breached a CTTT order if the CTTT has substantiated the breach.

As a result of the review we will categorise your tenancy as either:

- satisfactory
- less than satisfactory
- unsatisfactory.

We will base this category on:

- whether you have breached your Agreement and it has been substantiated by the CTTT
- whether a substantiated breach is persistent (see below)
- whether you have rectified a substantiated breach or are in the process of rectifying it.

### **What is a persistent breach?**

The term 'persistent breach' applies only to:

- absence from dwelling
- arrears
- nuisance and annoyance
- property care
- property damage
- use of premises.

For these types of breaches only, we will regard the breach as persistent if within any 12 month period of your Tenancy Agreement you have:

- two substantiated breaches of any type, where you have not rectified one of them after the CTTT has given us an order for specific performance
- one substantiated breach that you have not rectified after the CTTT has given us a second order for specific performance.

**Note:** A Specific Performance Order (SPO) is an order made by the Consumer Trader and Tenancy Tribunal that requires tenants to rectify breaches.

### **Satisfactory tenancy category**

We consider you to have a satisfactory tenancy if:

1. you have fully kept to the terms of your Agreement, or
2. the CTTT has not substantiated any breaches, or
3. you are rectifying, or have rectified, a substantiated breach to our satisfaction. (This relates to breaches that are defined as satisfactory by the standards for categorising a renewable tenancy. See below under the heading How we decide what tenancy category you are in).

If you have a satisfactory tenancy we will provide you with:

- a three year Tenancy Agreement if you are on a one year Agreement
- a further three year Tenancy Agreement if you are on your first three year Agreement
- a continuous Tenancy Agreement if you are on the second of two consecutive three year Agreements.

### **Less than satisfactory tenancy category**

We consider you to have a less than satisfactory tenancy if:

1. you have committed a breach that is defined as less than satisfactory by the standards for categorising a renewable tenancy (see below, How we decide what tenancy category you are in) and the CTTT has substantiated the breach, or
2. you have rectified, or are rectifying, a substantiated breach according to the standards for less than satisfactory (see below), or
3. you have not rectified a substantiated breach of your Tenancy Agreement according to the standards for less than satisfactory.

If you have a less than satisfactory tenancy we will only renew your tenancy with a one-year Tenancy Agreement.

### **Unsatisfactory tenancy category**

We will consider you have an unsatisfactory tenancy if:

1. you have committed a breach that is defined as unsatisfactory by the standards for categorising a renewable tenancy and the breach has been substantiated by the CTTT, or
2. you have not rectified a substantiated breach according to the standards for unsatisfactory, or
3. you have committed persistent breaches that have been substantiated by the CTTT, or
4. the CTTT terminates the tenancy.

If we decide that you have an unsatisfactory tenancy we will take action in the CTTT to end your tenancy by obtaining:

- an Order for Termination
- an Order for Possession and
- a Warrant for Possession.

### How we decide what tenancy category you are in

We use the following standards to determine your tenancy category for a renewable tenancy. All of these only relate to the term of your current Agreement. The tenancy category will vary according to what the breach is and how severe it is.

Type of Breach	We will consider your tenancy Satisfactory:	We will consider your tenancy Less Than Satisfactory:	We will consider your tenancy Unsatisfactory:
<b>Abandoned dwelling</b>			<ul style="list-style-type: none"> <li>· if you abandon your dwelling and we have obtained an Order for Termination and an Order for Possession from the CTTT.</li> </ul>
<b>Absence from dwelling</b>	<ul style="list-style-type: none"> <li>· if you get our approval for absence from your dwelling.</li> </ul>	<ul style="list-style-type: none"> <li>· if you do not get our approval for absence from your dwelling and we get a Specific Performance Order from the CTTT.</li> </ul>	<ul style="list-style-type: none"> <li>· if you have persistent substantiated breaches for absence from your dwelling, or</li> <li>· if you breach a Specific Performance Order and we have obtained an Order for Termination and an Order for Possession from the CTTT.</li> </ul>
<b>Arrears (late with your rent payments)</b>	<ul style="list-style-type: none"> <li>· if you are not behind in your rent payments or your account is in credit, or</li> <li>· if you have an unsubstantiated arrears breach (it has not been proved that you are behind in your rent) where there is a satisfactory repayment arrangement and where we have not taken action through the CTTT, or</li> <li>· if you are between 4 and 8 weeks</li> </ul>	<ul style="list-style-type: none"> <li>· if you are behind in your rent between 4 weeks and 8 weeks and we have obtained a Specific Performance Order from the CTTT and you are not rectifying the breach in accordance with the order, or</li> <li>· if you are 8 or more weeks behind in your rent, we have obtained a Specific Performance Order and you are</li> </ul>	<ul style="list-style-type: none"> <li>· if you have persistent substantiated breaches for arrears, or</li> <li>· if you are 8 or more weeks behind in your rent, you have breached a Specific Performance Order and we have obtained an Order for Termination and an Order for Possession from the CTTT.</li> </ul>

	behind in your rent, we have obtained a Specific Performance Order and you are rectifying the breach.	rectifying the breach in accordance with a repayment plan.	
<b>Illegal activities</b>			<ul style="list-style-type: none"> <li>· if you engage in criminal activities that are in breach of your Tenancy Agreement which are proven in Court, or where the CTTT determines that your premises have been used for illegal purposes, or</li> <li>· if we have obtained an Order for Termination and an Order for Possession from the CTTT.</li> </ul>
<b>Nuisance and annoyance</b>	<ul style="list-style-type: none"> <li>· if an allegation of nuisance and annoyance is unsubstantiated where we have not taken action through the CTTT.</li> </ul>	<ul style="list-style-type: none"> <li>· if we have obtained a Specific Performance Order from the CTTT about nuisance and annoyance and you have rectified the breach.</li> </ul>	<ul style="list-style-type: none"> <li>· if there are persistent substantiated breaches for nuisance and annoyance, or</li> <li>· if you have breached a Specific Performance Order and we have obtained an Order for Termination and an Order for Possession from the CTTT.</li> </ul>
<b>Property care</b>	<ul style="list-style-type: none"> <li>· if there is an unsubstantiated allegation of a property care breach where we have not taken action through the CTTT.</li> </ul>	<ul style="list-style-type: none"> <li>· if we have obtained a Specific Performance Order from the CTTT and you have rectified the breach.</li> </ul>	<ul style="list-style-type: none"> <li>· if there are persistent substantiated property care breaches, or</li> <li>· if you have breached a Specific Performance Order and we</li> </ul>

			<ul style="list-style-type: none"> <li>have obtained an Order for Termination and an Order for Possession from the CTTT, or</li> <li>if your breach results in a dangerous or hazardous risk and we have obtained an Order for Termination and an Order for Possession from the CTTT.</li> </ul>
<b>Property damage</b>	<ul style="list-style-type: none"> <li>if there is an unsubstantiated allegation of a property damage breach where we have not taken action through the CTTT, or</li> <li>if we have obtained a Money Order from the CTTT for property damage that totals less than \$1000 and you are paying the money according to a satisfactory payment plan.</li> </ul>	<ul style="list-style-type: none"> <li>if we have obtained a Money Order from the CTTT for damages that total less than \$1000 and you are not paying the money, or</li> <li>if we have obtained a Money Order from the CTTT for damages that total more than \$1000 and you are paying the money according to a satisfactory payment plan.</li> </ul>	<ul style="list-style-type: none"> <li>if there are persistent substantiated property damage breaches, or</li> <li>if you have not complied with a Money Order for \$1000 or more, or</li> <li>if we have obtained an Order for Termination and an Order for Possession from the CTTT.</li> </ul>
<b>Subletting (tenant not living in property and renting it to another person)</b>			<ul style="list-style-type: none"> <li>if you sublet your property and we have obtained an Order for Termination and Order for Possession from the CTTT.</li> </ul>
<b>Subsidy fraud</b>	<ul style="list-style-type: none"> <li>if you have rectified a breach.</li> </ul>	<ul style="list-style-type: none"> <li>if you refer a matter to the HAC and the HAC agrees with our decision about fraud, or</li> <li>if you have not appealed to the HAC, but you have agreed to</li> </ul>	<ul style="list-style-type: none"> <li>if you have referred a matter to the HAC, the HAC has agreed with our decision about fraud, and you have not rectified the breach, or</li> <li>if you have not</li> </ul>

		rectify the breach.	appealed to the HAC and you have not rectified the breach following a Specific Performance Order from the CTTT.
<b>Use of premises</b>	<ul style="list-style-type: none"> <li>if you obtained relevant approvals from the us and/or from your local Council.</li> </ul>	<ul style="list-style-type: none"> <li>if you have rectified a breach following a Specific Performance Order from the CTTT.</li> </ul>	<ul style="list-style-type: none"> <li>if there are persistent substantiated breaches about the use of the premises, or</li> <li>if you have breached a Specific Performance Order and we have obtained an Order for Termination and an Order for a Possession from the CTTT.</li> </ul>

### **Substantiating a breach of your Agreement**

When we review your tenancy we cannot consider as relevant a suspicion, or allegation that you have been involved in activities that place you in breach of your Tenancy Agreement.

Only the CTTT or Court (or HAC in the case of subsidy fraud) can determine that you have breached your Agreement.

For more information on substantiating a breach, see [Breaches of Tenancies - CTTT \(REN0020\)](#).

### **Terminating an unsatisfactory fixed term tenancy**

If we decide you have an unsatisfactory tenancy we will take steps to terminate your tenancy by issuing a Section 60 Notice of Termination during the term of the tenancy.

If you do not move out, we will seek an Order for Termination and an Order for Possession from the CTTT. The Order for Possession sets a date for you to move out and for us to take possession of the property.

We will apply for a warrant to take possession of the dwelling if you fail to move out by the date specified in the Order for Possession. The warrant allows the Sheriff to gain entry to the property and ensure we are given vacant possession of the property. For more information, see [Consumer Trader and Tenancy Tribunal \(REN0020A\)](#).

### **Terminating an unsatisfactory continuous tenancy**

If we are terminating your tenancy we will complete tenancy reviews and take appropriate action before the Tenancy Agreement expires.

However, if an unsatisfactory tenancy is not terminated before the end of the tenancy, the fixed term Tenancy Agreement automatically becomes a continuous Tenancy Agreement. If this happens we will take steps to end the tenancy by issuing a letter explaining the reasons for our decision. If we do not receive a response from you within 10 working days we will issue you with a Section 58 Notice of Termination.

### **Ending a fixed term tenancy at your request**

We will end a fixed term tenancy before the Tenancy Agreement expires if you wish to and we agree. We will always agree to a request to end a tenancy early providing:

- you give us 14 days notice of your intention to vacate in writing, and
- the notice specifies the date you want the tenancy to end, and the end date allows for the correct number of days for giving notice.

### **Types of assistance available if we do not renew your tenancy**

If we have not renewed your tenancy and you are having difficulty with the cost of establishing a tenancy in the private rental market you may be able to get assistance. For more information, see the policy on [Rentstart \(RES0010A\)](#).

Former unsatisfactory tenants are not immediately eligible for:

- Special Assistance Subsidy – Disability
- Special Assistance Subsidy – Special
- Emergency Temporary Accommodation.

If as a former tenant you wish to apply for public housing at a later date you will be subject to our [Housing Former Tenants \(ALL0031A\)](#) policy.

### **Linking with support services**

We will work in partnership with other government and non-government human service agencies to help people with support needs to maintain their tenancy. Also, we will work with agencies where a person is putting their tenancy at risk (for example, arrears, property damage, or nuisance and annoyance) due to their need for ongoing support.

### **Changes in your income or assets**

If you have an increase in household income or assets during the term of your Tenancy Agreement this will affect the amount of rent you pay. However, this will not affect your continued eligibility for public housing. We will renew the tenancy providing you have maintained a satisfactory tenancy, or a less than satisfactory tenancy, irrespective of the household's income and assets. For more information, see our policy on [Rental Subsidies \(SUB0044A\)](#).

### **Aboriginal Housing Office properties**

The Department of Housing manages and maintains Aboriginal Housing Office properties on behalf of the Aboriginal Housing Office (AHO). This policy does not apply to tenants of the Aboriginal Housing Office, but it does apply to Aboriginal tenants who are housed in public housing properties.

## **Appealing / Reviewing Decisions or Actions**

### **Internal reviews**

If we have made a preliminary decision to categorise your tenancy as less than satisfactory or unsatisfactory, you will be able to have the decision reviewed. We will advise you in writing of the reasons for our decision and ask you to let us know of any extenuating circumstances that may have contributed to you breaching your Agreement. In that letter we will also let you know of appropriate tenancy advice services that may be able to help you.

### **Less than satisfactory**

If we have categorised your tenancy as less than satisfactory and we have not received a response from you, we will advise you in writing of your review rights before we make a final decision.

If we do not receive a response from you within 10 working days, we will renew the tenancy with a one-year Agreement.

If we receive a response from you, our Team Leader will consider this information and take into account any extenuating circumstances before making a decision. We will advise you in writing of the Team Leader's response to the information you provided and of their decision. We will also advise you in writing that you will have 10 working days to request a final review of the decision by the Area Manager. If we receive a response from you the Area Manager will consider this information and take into account any extenuating circumstances before making a final decision.

### **Unsatisfactory**

If we have categorised your tenancy as unsatisfactory, we will give you 10 working days to request a final review of the decision by our Area Manager. If we do not receive a response from you we will seek to end the tenancy through the Consumer, Trader and Tenancy Tribunal (CTTT). If we receive a response from you the Area Manager will consider this information and take into account any extenuating circumstances before making a final decision. We will advise you in writing of the Area Manager's response to the information you provided and the final decision.

### **Consumer, Trader and Tenancy Tribunal**

The Consumer, Trader and Tenancy Tribunal hears all matters concerning the termination of a tenancy. See the policy on [Consumer, Trader and Tenancy Tribunal \(REN0020A\)](#).

### **Housing Appeals Committee**

Once we have made a final decision to classify your tenancy as less than satisfactory or unsatisfactory you do not have any further chance to appeal to the Department or the Housing Appeals Committee against our decision because the CTTT, the court or the HAC (in the case of subsidy fraud) has already substantiated the breaches.

The Housing Appeals Committee can deal with appeals from tenants about whether the Renewable Tenancies policy applies to them.

### 5.3 COMMENTS BY THE NSW PUBLIC HOUSING CUSTOMER COUNCIL

#### Comments on Residential Tenancy Databases Issues Paper, November 2003, by Public Housing Customer Council.

The Issues Paper was distributed to all of the Public Housing Customer Council members. 10 of the 16 Council members responded to the request for comment. Overwhelmingly, the Council member stated that, as they had been DoH tenants for many years, they could not make comment on the Issues Paper as they had had no direct contact, that they were aware of, with any Residential Tenancy Database.

However, two Council members have chosen to provide some additional comments for submission, based on their voluntary work with agencies who come in contact with social housing applicants.

#### Member 1.

- Residential Tenancy Databases should be governed by standard regulations or an Act of Parliament.
- Regulations would standardise the reasons for placing a person on the Database.
- **It was noted that many clients were on the RTD for minor infractions such as complaining about repairs.**
  - It was also noted that clients have found they were still listed on the RTD even after the problems had been resolved.
- Part of the process of placing a person on the RTD should be to inform them of their placement on the database.
- There should be time limits set for a listing on the RTD.
- There should be a regular review process of listings on the RTD and the client notified when they have been taken off the database.
- The Department of Housing should also have access to the RTDs to aid in the assessment of clients applications.

#### Member 2.

- There should be notices given for all breaches, with at least 3 warnings prior to action in the CTTT, before it can be listed with RTD. There should also be provision for a probationary period with conditions that have to be followed. For example:
  - i. Financial training.
  - ii. How to be a good neighbour.
- These notices, and all steps to retain the tenancy, should be in writing, and signed by the tenant and a member of the real estate agency, to say that all information has been given to the tenant and the property manager. This will ensure that all parties are privy to the information.

Comments compiled by Public Housing Customer Council Secretariat