



Guide to the Public Housing Tenancy Agreement



IMPORTANT INFORMATION

Please read this guide before signing the Public Housing Tenancy Agreement

- The Public Housing Tenancy Agreement is a legal document which tells you your rights and responsibilities about the property (house and land around the house).
- This is a support guide only, it is not legally binding.
- This guide is to help you better understand the Public Housing Tenancy Agreement.
- This is not the Public Housing Tenancy Agreement and does not form part of the Public Housing Tenancy Agreement.
- If you need advice on your rights and responsibilities as the Tenant, please call Northern Territory Consumer Affairs on (08) 8999 1999 or 1800 019 319 before signing the Public Housing Tenancy Agreement.
- If you have difficulties understanding this guide, please ask your Housing Officer to help you or arrange an Interpreter for you before signing the Public Housing Tenancy Agreement.



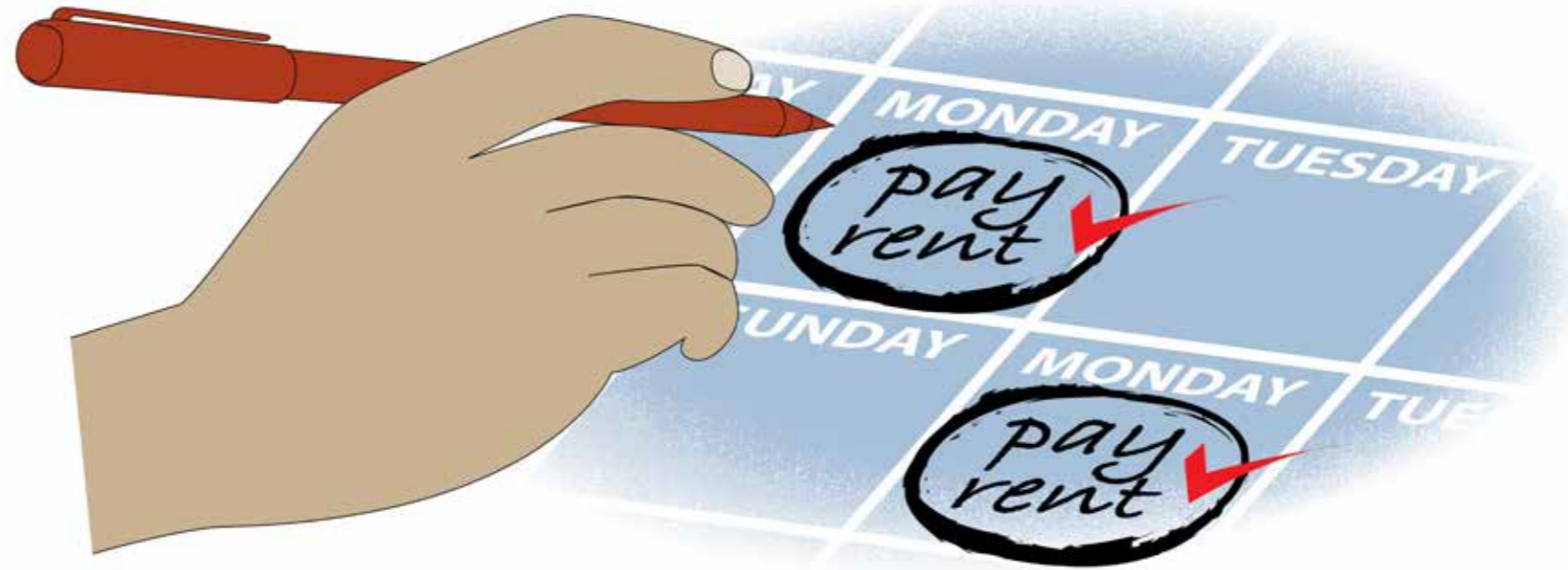
1. Application and compliance

- We (Housing) and you (the tenant) must comply with the *Residential Tenancies Act* and *Housing Act*.
- There are policies for public housing. Policies explain in more detail your rights and responsibilities and Housing's rules about living in public housing.
- You are responsible to note any policy we tell you about that relates to your tenancy. If you have any questions you can ask a housing officer. You can learn more about our policies on our website: www.housing.nt.gov.au



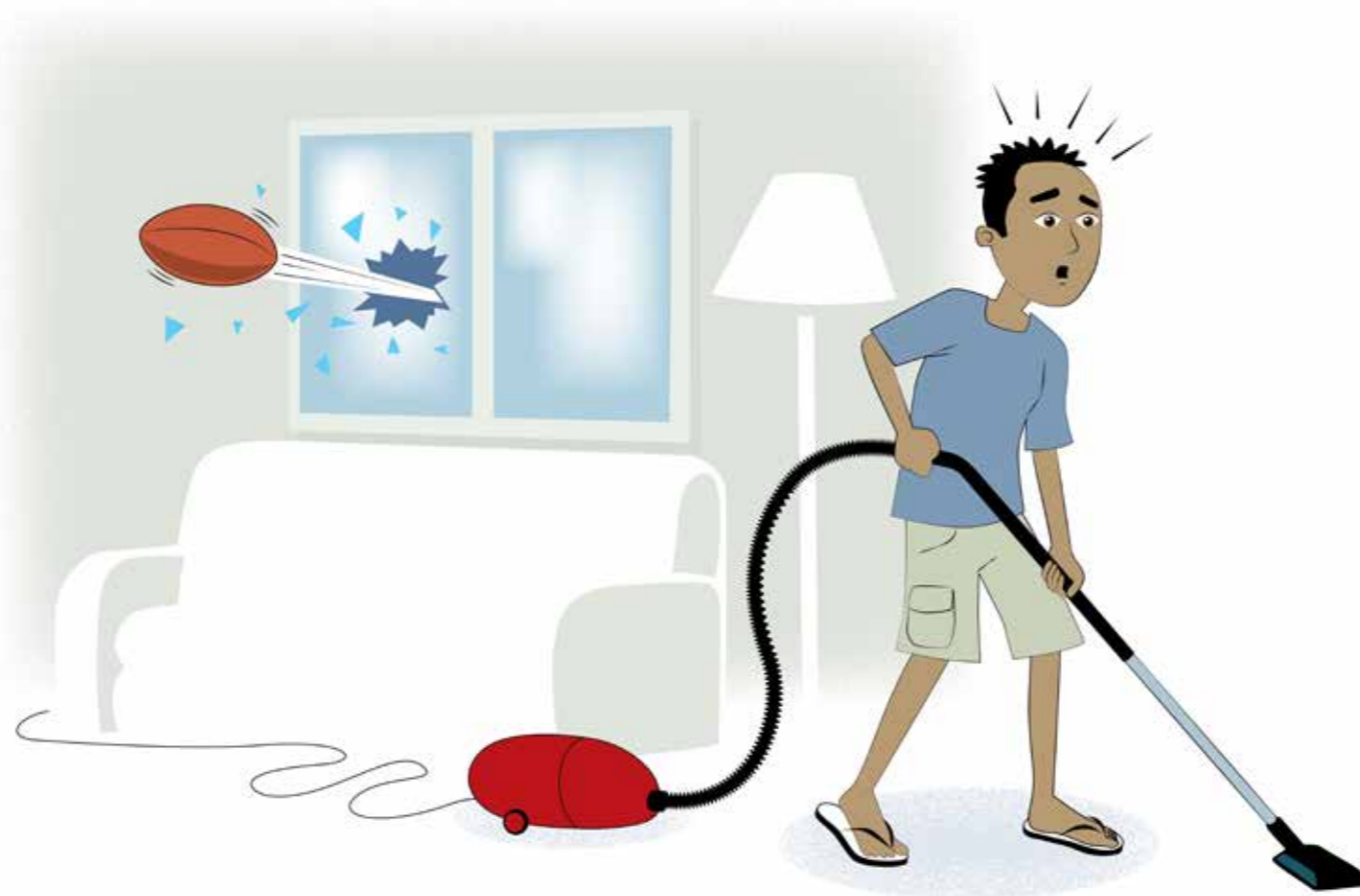
2. Grant and terms of tenancy

- The Agreement lets you live in the house for the dates that are written in the Agreement (page 1) unless we or you end the Agreement early.



3. Rent

- Rent you must pay at least 1 week in advance. Rent is charged on Mondays. Rent must be paid by automatic payments from Centrelink or your bank or direct deposits into our account. Rent can be paid on any schedule (e.g. weekly, fortnightly or monthly).
- We can tell Centrelink or your bank about any changes to your rent.
- Your rent may change, we will tell you of any changes.
- You will pay the market rent as shown on your Tenancy Agreement. If you are eligible for a rebate the amount you need to pay will be less.



4. Bond

- We will keep a security deposit (bond) while you are living in the house.
- If there are any repairs, cleaning or outstanding money owed to us when you move out, we might keep some or all of the bond money.
 - Example 1: we will keep bond money to replace the locks if you do not return your keys when you leave.*
 - Example 2: we will keep bond money to pay for taking away any rubbish left on the property when you leave.*
- If no money is owed to us when you leave house, we will return your money within 7 business days.



5. Services and rates

- If your home is separately metered you must pay for water usage less any discount we give you.
- If your home is separately metered you must pay for the cost of electricity and gas at your home.
- If your home is not separately metered we must pay for all utilities.
- We must pay for all rates, taxes or other charges for the property.



6. Information you provide

- You must give us true and honest information.

Example 3: if you get a job you must tell us of your change of income.

Example 4: if someone moves in or out of the house you must tell us of the change.



7. Your use of the premises

- The property must be used as a house for you to live in.
- Do not keep it unreasonably dirty.
- Tell us of any repairs required to the property. You must contact your local office on 1800 104 076 to report repairs.
- Tell us of any damage or if you think any damage is likely to occur to the property. You must contact your local office on 1800 104 076 to report damages.

Example 5: you must report a water leak as it may lead to a large amount of damage to the house and you may be charged for excess water.

- Do not build on or alter your house without our written permission.

Example 6: if you want to build a shed you must get permission in writing from us.

- Do not annoy your neighbours.

Example 7: playing loud music could annoy your neighbour.

- Do not use your home for illegal activity.

Example 8: keeping stolen goods in the house or anywhere on the property is illegal.

- You must test and clean smoke alarms in the house at least every 12 months. You must tell us if the smoke alarms are not working and we must replace them. You must not stop the smoke alarm from working. Contact your local office if you are not sure what to do.
- You must get our approval to change a lock and give us a key as soon as you can, unless we tell you otherwise.
- You must not be abusive or violent to other people.



8. Your responsibility for other peoples actions (your vicarious liability)

- If you let someone visit your house and they do anything which is not in line with your use of the house (section 7 above), you are responsible unless it is an act of domestic or family violence.



9. Acceptable Behaviour Agreement

- Housing considers some behaviour to be antisocial. Antisocial behaviour means behaviour that is abusive or violent, or that creates annoyance to people living around you. It also involves graffiti, littering or vandalism.
- If you, visitors or the people listed in the tenancy agreement behave in a way that Housing believes to be antisocial, we may require you to enter into an Acceptable Behaviour Agreement.
- An Acceptable Behaviour Agreement is an agreement between you and Housing in which you agree that you will not engage in antisocial behaviour on the property and any place within 50 meters of the property. The agreement is valid for a period of time.
- If you do not enter one or if you break an Acceptable Behaviour Agreement we may seek to end your tenancy.
- If you would like help to manage your visitors or other people living with you, contact your local housing office for assistance.



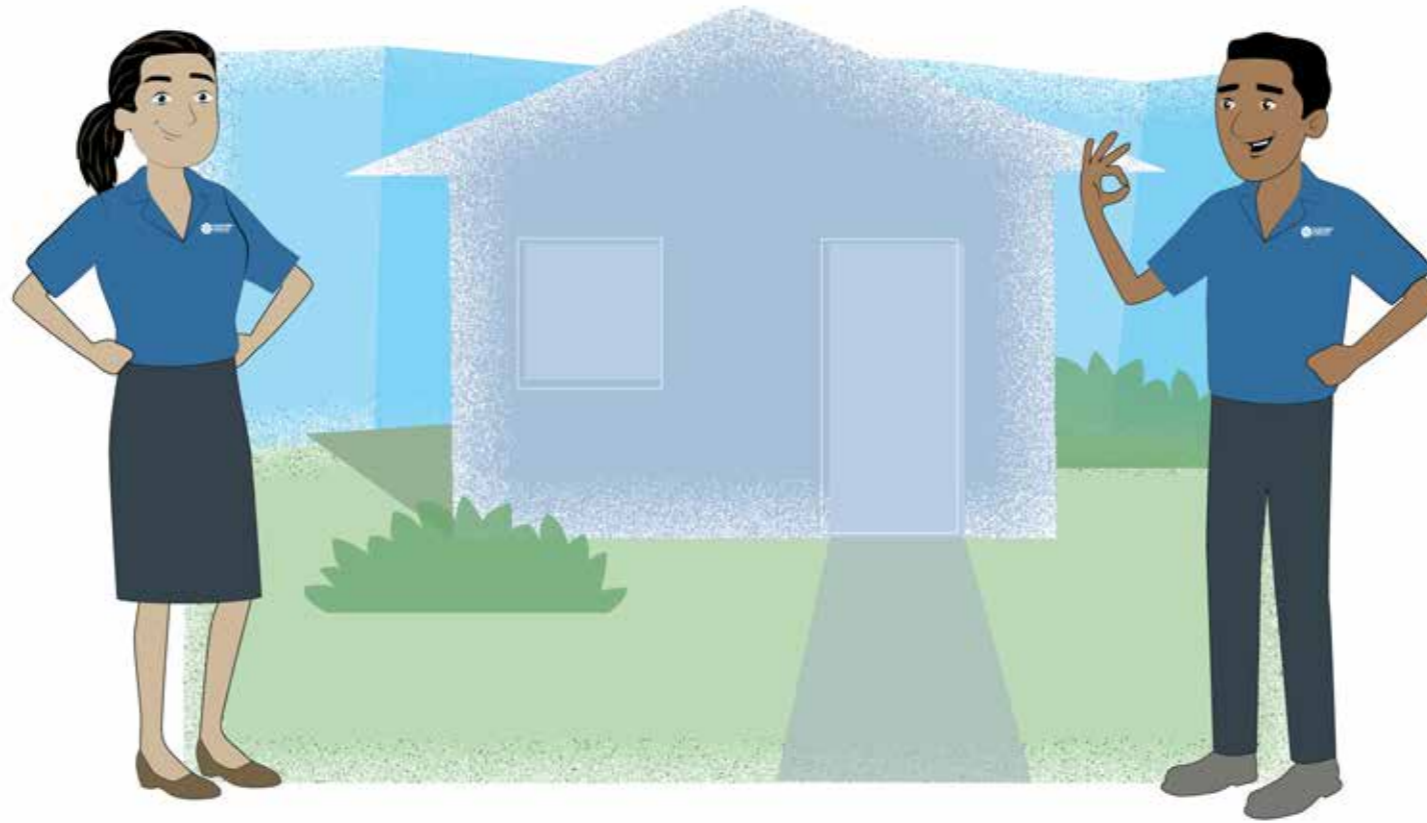
10. Specific powers of Public Housing Safety Officers

- We use Public Housing Safety Officers to help resolve antisocial behaviour in public housing.
- To report antisocial behaviour during work hours, contact the Public Housing Safety Officers on 1800 685 743.
- If the matter is urgent or you are calling out of business hours, please contact the Police on 131 444.



11. Recognised occupiers

- Recognised occupiers are people you have told us will live with you in your house. You are responsible for their behaviour.



12. Our general obligations

- We will make sure that your house is liveable, safe, and reasonably clean when you move in.



13. Vacant possession

- You have a right to the house from the start date on the Tenancy Agreement.



14. Quiet enjoyment

- You can expect quiet enjoyment of your home without unnecessary disturbance from us.



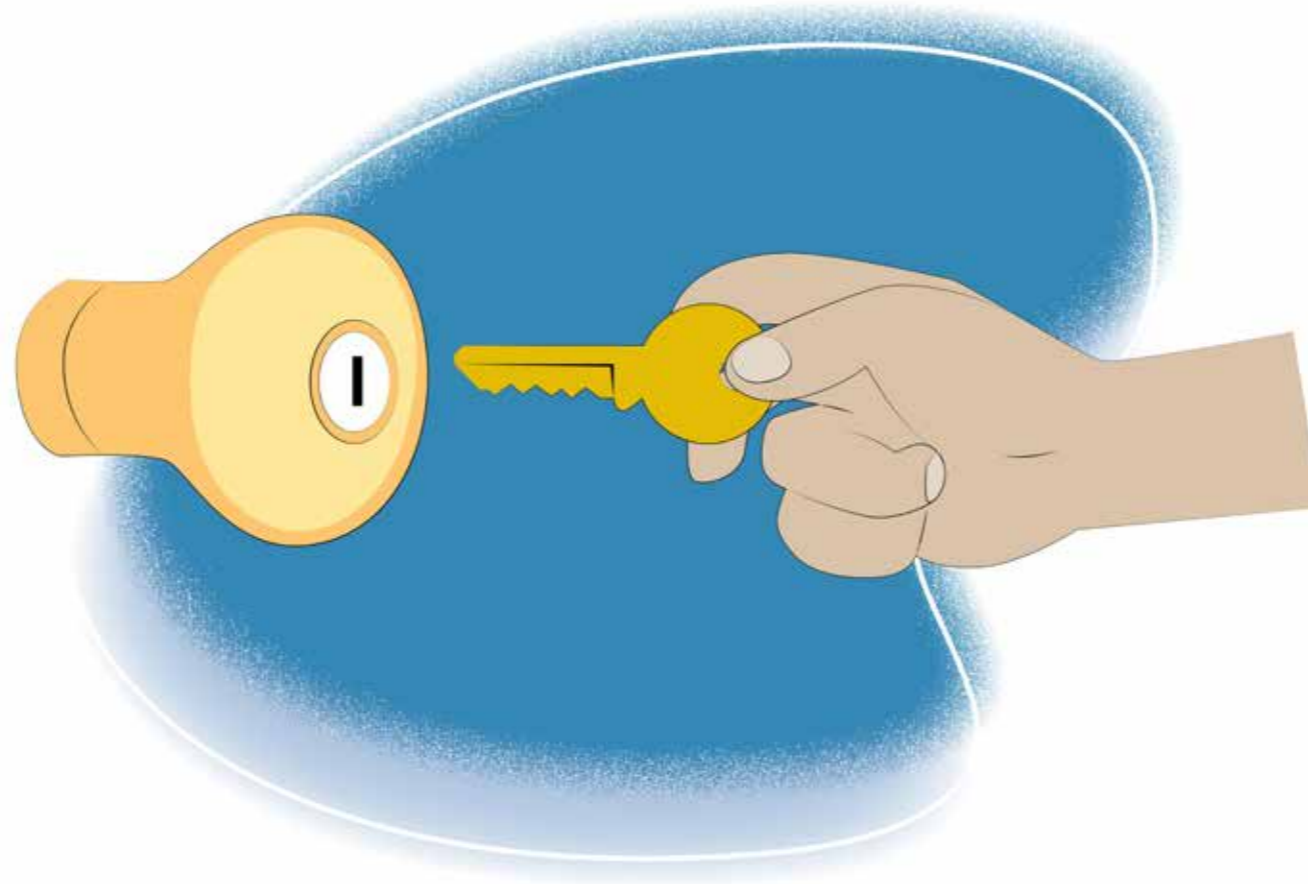
15. Our access to the premise

- We can come to your home to:
 - collect rent
 - do an inspection
 - make repairs
 - check that repairs have been made
 - prepare a condition report
 - show the property to potential tenants or buyers
- We must follow the rules of the *Residential Tenancies Act* about what times we can enter and how much notice we must give you before entry.
- We can enter your home for emergencies or if we suspect there is damage or potential damage.
- We can enter your home if you ask us to or allow us to.



16. Repairs and maintenance

- We will maintain your home in a reasonable state of repair. We may ask you to pay the cost of fixing damage caused or allowed by you.
- If we do not fix emergency repairs within 14 days you can ask the Tribunal to make us fix it.



17. Security of premises

- We must ask for your permission before changing the locks. If we change the locks without your permission, we will give you a key.



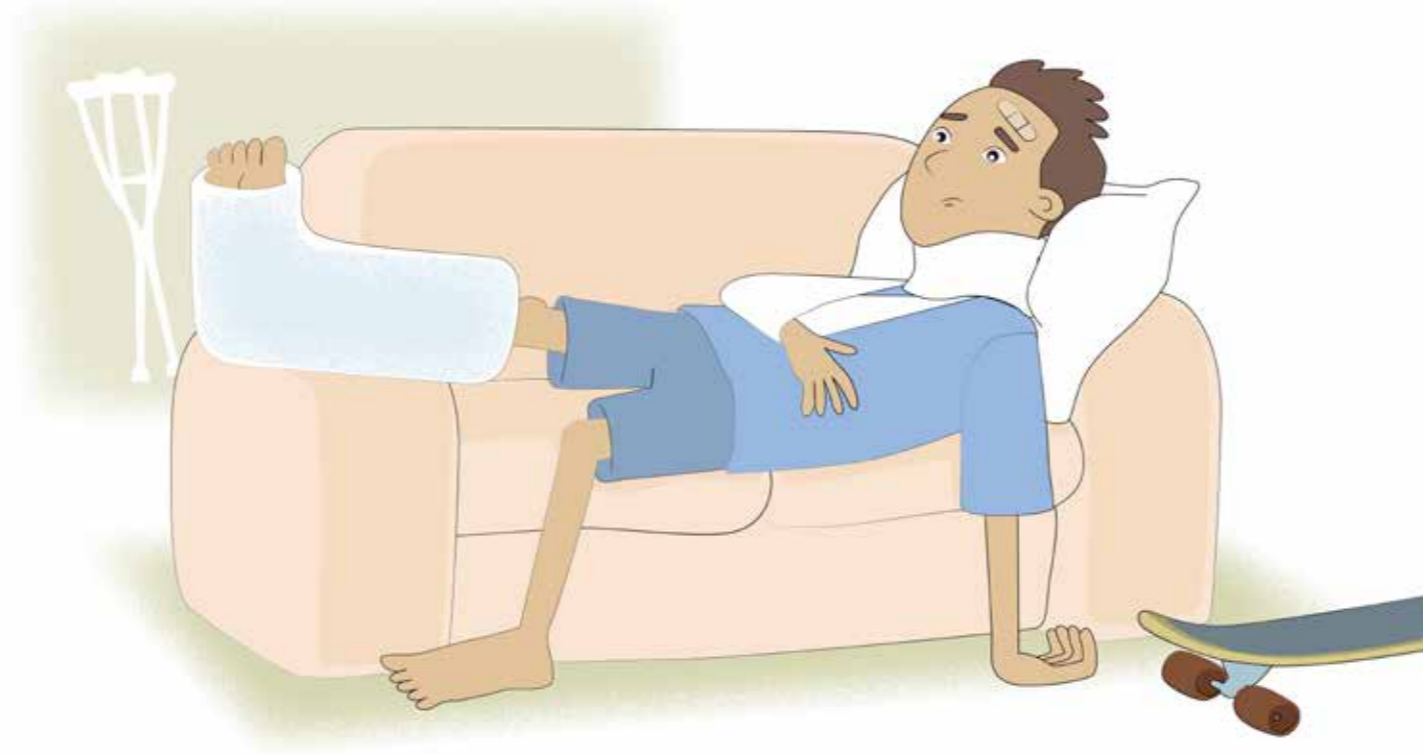
18. Our responsibility for people acting on our benefit (our vicarious liability)

- Actions of people acting on our behalf are to be taken as our actions.



19. Insurance

- We are responsible for insuring the property.
- We are not responsible for your belongings or insuring your belongings.



20. Indemnities

- You cannot blame us and seek compensation from us when you or any person you are responsible for breaches the Agreement. This includes any:
 - neglect or illegal acts
 - damage or loss of property
 - injury or death that has occurred where you or any person you are responsible for have failed to act, or contributed to.



21. Termination

- If you are having problems maintaining your tenancy, Housing may be able to help you, or refer you to a range of support services. Ask a housing officer for help.
- You can end this Agreement by giving us 14 days' notice.
- We can end this Agreement by giving you 42 days' notice.
- If you owe more than 14 days rent we may require you to pay the amount you owe by a set date. If you have difficulties paying rent, please contact your local office immediately to discuss how to enter into an agreement to repay the amount owing.
- If you do not pay the rent owing we may seek to end your tenancy. Please contact your local office to discuss how we can help you.
- If you break a term of the Agreement we may ask you to fix it. If you do not fix it, we may seek to end your tenancy.
- We or you may end the Agreement with 2 days' notice if your home has not been available for more than 3 days due to flooding, or living in the is a threat to people's health or safety, or it is not liveable.



22. Return of premises

- At the end of the Agreement you must give the property back to us in a reasonable state of repair and reasonably clean.



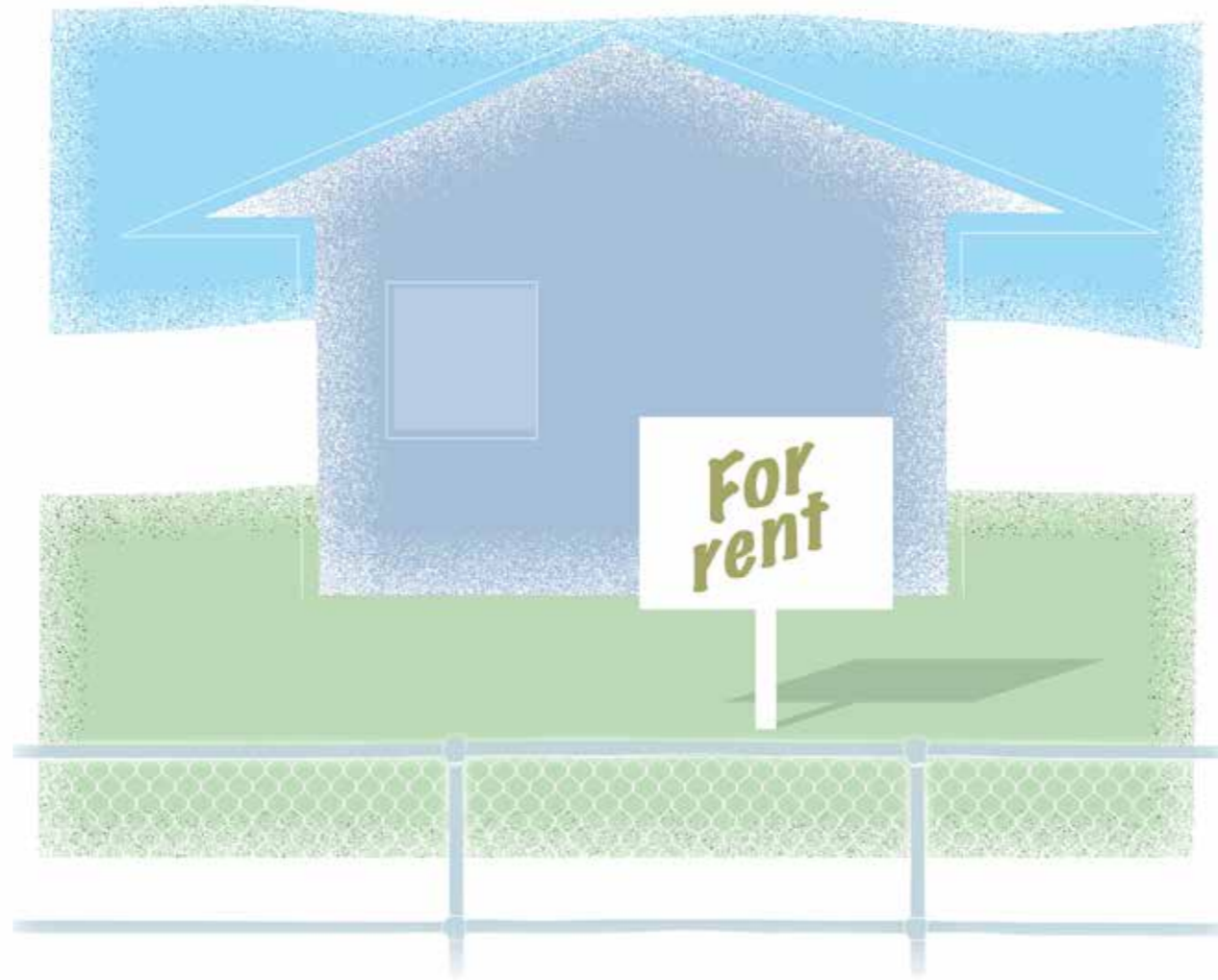
23. Abandoned premises and goods

- If we think that you have abandoned your house and have not paid rent, we may take possession of your house or apply to the Tribunal to take possession of your house.
- If you leave goods at the house after you have left we will destroy any goods that are worth less than the cost to store and sell them.
- Goods that are worth more than the cost of storing and selling them will be stored for 14 days. We will notify you to collect them.
- If you come and get the goods, you will need to pay us for the advertising, removal and storage costs.
- If you do not get the goods, we will store them for 30 days and then sell them.
- When we sell the goods, we will keep the amount that it costs us to advertise, store and sell your goods. We can also keep any money you owe us. We will give you any money left over.



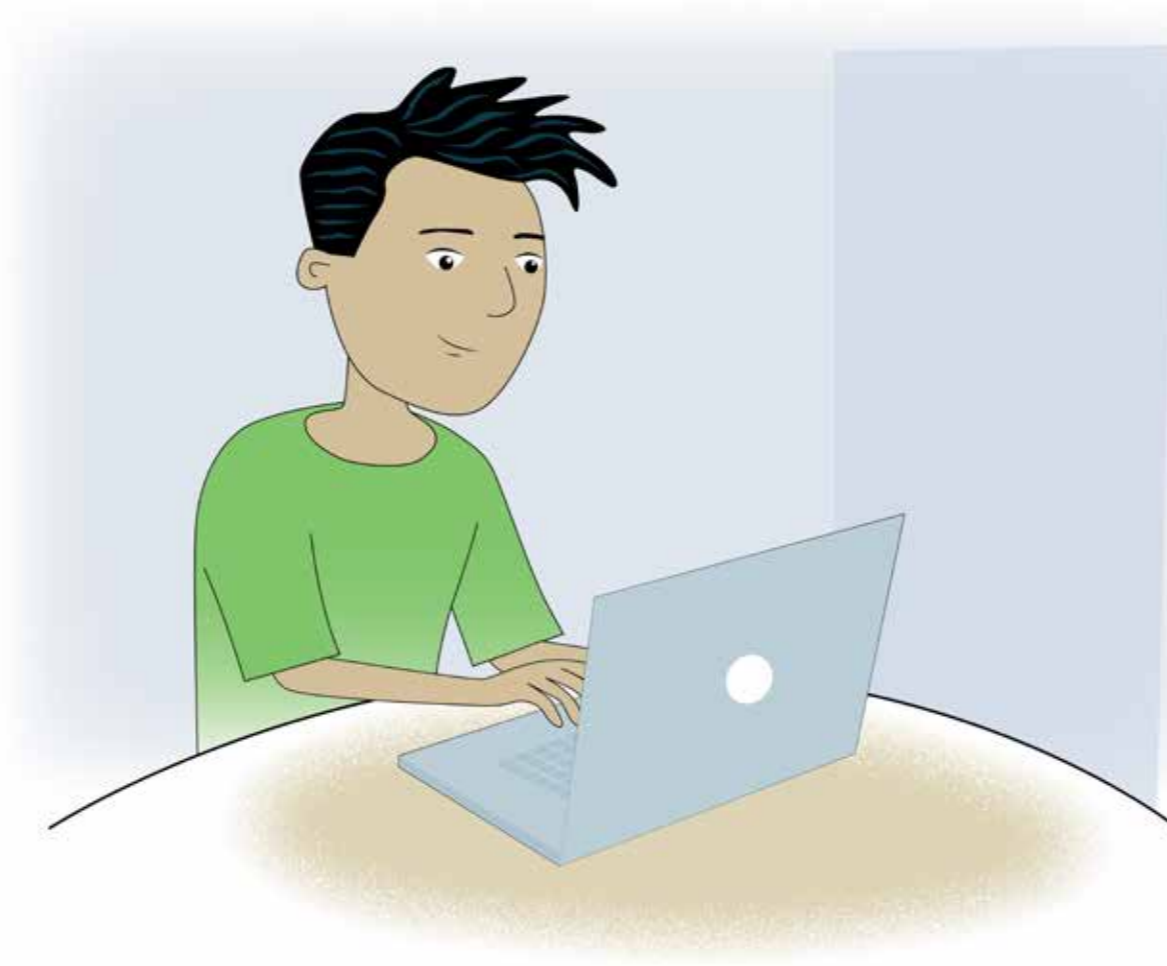
24. Notifications

- When we want to let you know something we will tell you in person or send you information by mail.



25. Assignment

- You must not rent your home to someone else without our written consent.



26. Variation

- The Tenancy Agreement can only be changed if both of us agree in writing.



27. Definitions and interpretations

- This section provides a description and the meaning of important words and phrases used within the Tenancy Agreement.