

# End of Tenancy Policy

## Purpose

This policy explains how a tenancy with CatholicCare Victoria Housing Ltd (CCVH) can end.

## Scope

This policy applies to all tenancies managed by CCVH.

This policy applies to both residential rental agreements (rental agreements) and rooming house agreements. Unless stated otherwise, references to “renters”, “tenancies” and “rental agreements” also applies to rooming house residents.

It does not cover succession of tenancy and transfers (see *Succession of Tenancy Policy* and *Transfer Policy*).

## Policy Statement

### Guiding Principles

CCVH is committed to ending tenancies in a way that:

- Meets our contractual, legal, and regulatory duties,
- Gives due consideration to human rights and considers the impact of any proposed action on the person’s rights under the *Charter of Human Rights and Responsibilities 2006*,
- Is person-centered and sustains tenancies where possible,
- Treats eviction as a mechanism of last resort.

### Renter Initiated

To initiate an end of tenancy, renters must complete an **Intent to Vacate form** (or provide the equivalent information in writing) giving the amount of notice required by the *Residential Tenancies Act 2021* (RTA):

- At least 28 days’ notice for rental agreements,
- At least 14 days’ notice for rooming house agreements.

The notice is effective from the date it is received by CCVH. We may agree to accept a shorter notice period on a case-by-case basis at the discretion of the CCVH Chief Executive Officer. The RTA has allowances for shorter notice periods which can be found on the [Consumer Affairs Victoria website](#).

CCVH will inform renters of their responsibilities when ending their tenancy. The renter is to ensure rent is paid up to, and including, the tenancy end date and any outstanding repairs or maintenance that are the responsibility of the renter are rectified and concluded to the satisfaction of CCVH. The tenancy will end once the keys are returned to CCVH.

## CCVH Initiated

CCVH may take steps to end a tenancy for the following reasons:

- The renter has entered a nursing home, rehabilitation program or prison for more than six months without prior approval for temporary absence (*see Financial Hardship and Temporary Absence Policy*).
- The renter has seriously and /or repeatedly breached their rental agreement (*see Breach of Rental Agreement Policy*).
- The sole renter has passed away.
- The property has been abandoned.
- CCVH requires the property (for maintenance, redevelopment, sale etc), and all offers of suitable alternative accommodation have been rejected (*see Transfer Policy*).

CCVH will give renters:

- Notice in writing with the required notice periods, as set out in the RTA.
- The reasons for ending the agreement.
- Opportunity to sustain their tenancy with CCVH.
- A reasonable opportunity to be present at the final property inspection.

## Eviction

If the renter does not move out by the specified *Notice to Vacate* date, as a last resort, CCVH may seek a possession order from the *Victorian Civil and Administrative Tribunal* (VCAT) in accordance with the terms of the RTA.

Where CCVH has exhausted all available avenues to either sustain the tenancy or relocate, CCVH will seek to obtain a *Warrant for Possession*.

Throughout the legal process and prior to obtaining a *Warrant of Possession*, CCVH will consider the potential impact of eviction on the human rights of the household through completing a *Human Rights Impact Assessment* (HRIA). An eviction will not proceed without written approval from the CCVH CEO.

If a renter leaves belongings or documents in a property at the end of a rental agreement, these are called 'goods left behind'. In accordance with the RTA, CCVH will give the former renter reasonable notice of the goods left behind. If the goods are not collected within the required timeframe, and CCVH has taken all reasonable steps to have the items collected by the renter, CCVH will dispose of the goods.

If a renter leaves a pet/s behind, CCVH will contact RSPCA Victoria as soon becoming aware of the situation.

## Condition Report and Bond

CCVH will complete the *'Exit Condition Report'* section of the original condition report within 10 days of vacant possession to record the condition of the property at the end of tenancy.

CCVH will give a reasonable opportunity for the renter to be present when this happens.

CCVH will start the bond refund or bond claim following the final inspection.

## Related Information

- CCVH Succession of Tenancy Policy
- CCVH Transfer Policy
- CCVH Family Violence Policy
- CCVH Maintenance Charge and Recovery Policy
- Financial Hardship and Temporary Absence Policy
- CCVH Asset Maintenance Policy
- CCVH Breach of Rental Agreement Policy

## Transparency and Accessibility

This policy will be publicly available on our website.

## Version Control

Version	1.0	• Review frequency	Approved June 2023 Next Review: June 2025
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## Tenant Vacating Requirements

All CatholicCare Victoria Housing Ltd (CCVH) Renters vacating a property are required to undertake the following procedure:

- Make sure the premises have been left in good repair.
- Make sure that the Landlord has been made aware of any damage to the premises.
- Ensure that the premises is in a reasonably clean condition.
- Provide the required notice in writing to the Landlord, prior to vacating (*A Notice of Intent to Vacate* form is available at the CCVH Office) - the required notice is at least 28 days for rental agreements and & at least 14 days' notice for rooming house agreements.
- Specify the date on which the keys will be returned to the Landlord.
- Ensure that all keys (including the letterbox keys & second sets if issued) belonging to the premises are returned to the Landlord. If the keys are not returned the rent will continue to be charged.
- Remove all unwanted personal goods and rubbish from the premises.
- If the property has a garden, it is to be left in a clean & tidy condition.
- Any stairways & landing areas adjoining the premises are to be left in a clean, tidy condition.

In addition, if any alteration has been made without the Landlord's permission the premises must be returned to their original condition. (No alterations can be made to a property without written consent from the Landlord.)