

Maintenance Charges and Recovery Policy

Purpose

This policy outlines how CatholicCare Victoria Housing Ltd (CCVH) recovers charges for maintenance, including property damage or services undertaken, that are not the responsibility of the rental provider.

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.

Policy Statement

Guiding Principles

CCVH is committed to:

- Meeting our contractual, legal, and regulatory duties
- Helping renters understand their rights and responsibilities in their rental agreement
- Supporting a renter’s right to appeal the liability for a maintenance charge (see Complaints, Appeals and Feedback Policy)
- Giving due consideration to human rights and considering the impact of any decisions we make under the *Charter of Human Rights and Responsibilities 2006*.

What is a Maintenance Charge?

A maintenance charge is the recovery of costs that CCVH has incurred for repairing damage to a property or undertaking services that the renter is responsible for. This may include:

- Deliberate or careless damage to the property caused by the renter, their household members, or visitors.
- Callout fees charged by a contractor, where a renter has missed a scheduled maintenance appointment.
- Replacement of lost keys or provision of additional keys (see *Allocations Policy*).

If a renter is responsible for repairing damage or undertaking a service and we arrange the repairs or work, we will re-charge the renter for the costs. CCVH will notify the renter of the charge applied as soon as possible and where possible in advance of any works carried out and/or the issue of an invoice (see *Asset Maintenance Policy*).

Recovering Repair Costs for Damage

CCVH will issue a breach of duty notice detailing the type of damage and cost of repair where a renter is liable for all or part of the cost of repair due to damage.

A renter may comply with the notice by either making the required payment within the 14-day period, or by entering a written payment plan to make the payment by instalments over an agreed period. A failure by the renter to comply with either of these options may result in legal action through the *Victorian Civil and Administrative Tribunal* (VCAT). If a renter has provided consent for CCVH to contact their support worker, CCVH will attempt to make contact prior to serving any notice.

If there is a debt remaining at the end of a tenancy, CCVH may claim the charge against the bond and/or keep this as a debt on file (See *End of Tenancy Policy*).

Immediate Notice for Malicious Damage or Premises unfit for Habitation.

Where significant damage is deliberately caused by a renter, or negligent damage is sufficient to make the premises unfit for habitation, CCVH will serve a notice to the renter to vacate immediately, and an *Order of Possession* will be sought from VCAT (see *End of Tenancy Policy* and *Transfer Policy*).

Waiver or Reduction of Liability

CCVH recognises that there may be mitigating circumstances where a renter cannot reasonably be held accountable for damage. CCVH may waive liability or reduce the cost of a re-charge after consideration of the mitigating factors. Factors include:

- A medical condition or disability that substantially contributed as a cause of the damage.
- A police report indicating that the damage was caused by a third party who had not been invited onto the premises or was a result of police intervention when they were called to attend the property.
- Circumstances in which it would be unreasonable for CCVH to recover the cost of the damage, for example family violence (see *Family Violence Policy*).
- Decisions to waive or reduce the cost of a maintenance charge are at the discretion of the CCVH Chief Executive Officer on a case-by-case basis.
- Renters can lodge an appeal with CCVH about decisions relating to maintenance charges unless the matter has been dealt with by VCAT (see *Complaints, Appeals and Feedback Policy*).

Related Information

- CCVH Asset Maintenance Policy
- CCVH Complaints, Appeals and Feedback Policy

- CCVH End of Tenancy Policy
- CCVH Transfer Policy
- CCVH Family Violence Policy
- CCVH Allocations Policy
- CCVH Financial Hardship and Temporary Absence Policy
- Housing Act 1983 (Vic)
- Residential Tenancies Act 2021 (Vic)
- Victorian Housing Registrar Performance Standard 1 (Renter and housing Services)
- Victorian Housing Registrar Performance Standard 2 (Housing assets)

Transparency and Accessibility

This policy will be publicly available on our website.

Version Control

Version	#1	Review frequency	Approved: June 2023 Next Review: June 2025
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