



Karabar Housing COOPERATIVE

TENANT HANDBOOK

Version 3
May 2026

1 INTRODUCTION

Welcome to Karabar Housing Cooperative.

Karabar Housing Cooperative believes that all people have a right to housing that is appropriate for them, and affordable. This is clearly stated in our Vision, Mission and Values which can be found on our website and in our Annual Reports. All tenants are members of the Cooperative (refer to Section 7).

This Handbook is here to help you understand how things work while you are living in one of our properties. It explains your rights and responsibilities as a tenant, what you can expect from us as your housing provider, and how we can work together to support a successful tenancy.

Inside, you will find information about rent, maintenance, communication, and what to do if you need support or have a concern. It is designed to be a practical guide that you can refer to whenever you need it.

This Handbook should be read together with your Residential Tenancy Agreement.

This is a living document. From time to time, we may need to update this Handbook to reflect changes in our services or the law. We will let you know if anything important changes.

We hope you find this booklet helpful and informative. If you need any further information, please do not hesitate to contact the Cooperative who will help you with any housing needs or questions you may have.

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3 ABOUT US

Karabar Housing Cooperative (“the Cooperative”) is an independent, not-for-profit housing organisation established in 1986 to provide quality, affordable housing for people on low to moderate incomes in the Queanbeyan region. The Cooperative became a registered Community Housing Provider in December 2023.

We support and manage tenancies and are committed to providing homes that are safe, secure and well maintained. Where possible, the Cooperative owns, builds and manages its own properties. We also develop and manage housing on leased church land and manage properties owned by the Anglican Church and private property owners who wish to have their investment properties used to provide affordable, good-quality housing for people on low incomes. These partnerships help us increase the supply of affordable housing in the community.

The Cooperative is run by a voluntary Board of Directors, with day-to-day operations managed by the Secretary and the Tenant and Property Manager, supported by the Executive Committee. Together, we work to make decisions that are fair, consistent and transparent.

The Cooperative complies with all relevant legal and regulatory requirements, including those of the Australian Charities and Not-for-profits Commission (ACNC), the Australian Taxation Office, the NSW Affordable Housing Ministerial Guidelines, the Community Housing Providers National Regulatory Framework, the National Regulatory Code for Community Housing, and the Residential Tenancies Act 2010 (NSW).

We are a registered Community Housing Provider and comply with all relevant laws and regulations. This helps ensure that we deliver our services responsibly and that tenants are treated fairly.

The Cooperative manages its own waitlist and has a targeted membership base.

All tenants are members of the Cooperative and have a role in shaping its future.

If you would like more information about the Cooperative, including our policies and how we operate, please contact us.

4 TENANCY MANAGEMENT CODE OF PRACTICE

The Cooperative cares about its tenants. We aim to be more than a housing provider. We build a relationship with each of our tenants and respond to our tenants' needs in a compassionate, empathetic and flexible way.

The Cooperative has a tenancy management code of practice which is relevant to all areas of its operations.

Under this code, staff (management, employees, Board members and the Executive Committee) will engage with tenants in practices that are:

- Ethical
- Professional and credible
- Accountable and reliable
- Participatory and responsive
- Socially responsible
- Well communicated
- Compassionate

Some Cooperative properties are located within strata schemes.

Where this applies, tenants must also comply with the strata by-laws that govern the building or complex. If there is any inconsistency between strata by-laws and this Handbook, the strata by-laws and applicable strata legislation will take precedence in relation to common property and shared areas.

4.1 Cooperative Code of Conduct

The Cooperative will:

- Treat tenants and members with respect.
- Not discriminate.
- Provide safe, quality housing within the conditions of the Residential Tenancy Act.
- Consult tenants about their housing needs.
- Consult tenants about their housing preferences.
- Keep member information confidential.
- Give members information about decisions that affect them.
- Give members information about their rights.
- Give members the opportunity to
 - make complaints and provide feedback about the services provided by the Cooperative
 - appeal decisions made by the Cooperative
 - become involved with the Cooperative
 - contribute to the Cooperative
 - not be involved or contribute if they do not want to.

- Advocate for and refer tenants to support services when appropriate.
- Provide regular information about the Cooperative via its website, Annual General Meeting and Annual report.

4.2 Tenant Code of Conduct

Tenants agree to:

- Abide by the terms and conditions of the Residential Tenancy Agreement.
- Treat all Cooperative members, including staff, board members and contractors, with respect.
- Treat neighbours with respect.
- Respect the rights of neighbours regarding the quiet enjoyment of properties.
- Not Install CCTV or any other optical, audio recording and/or tracking devices.
- Pay rent on time and two weeks in advance.
- Allow access to their property by staff, board members and contractors when required.
- Report as soon as practicable any repairs or maintenance issues at the property.
- Ensure the property is kept in a clean and tidy manner, both internally and externally; in such a manner so that a reasonable person would consider it not to be offensive, dirty or untidy, does not create a fire hazard, and does not to attract vermin.
- Obtain written permission from the Cooperative and, where applicable, strata approval, before acquiring pets.
- Obtain written permission from the Cooperative and, where applicable, strata approval, before making any renovations or alterations to the property, internally and externally, including any permanent changes to outdoor areas or anything that involves digging (such as paving, paths, driveways, retaining walls, decks, trenching, or installing posts or footings).
- Obtain written permission from the Cooperative before carrying on any business or trade from the property.
- Provide in a timely manner all financial and other information required by the Cooperative from time to time to meet its statutory/regulatory obligations.
- Notify the Cooperative of any changes to household structure and income within three weeks.
- Immediately notify the Cooperative of any changes to their own and emergency contact details.
- Immediately notify the Cooperative of any planned absences from the property.
- Not undertake any illegal activities on the property.
- Always act in a way that reflects the values and mission of the Cooperative, including on social media.

5 CONTACTING THE COOPERATIVE

5.1 Office Accessibility

The Cooperative's office is at:

284 Crawford Street
Queanbeyan NSW 2620
(Accessible via 19 Rutledge Street)

The Cooperative's office is close to public transport, well-identified by signage and accessible. If service users can't access the premises for any reason, alternative arrangements will be made to ensure access wherever possible.

Phone: 0429 206 632 (available during office hours)
Email: karabarhousing@gmail.com
Postal Address: PO Box 131, Queanbeyan NSW 2620
Website: www.karabarhousing.org
Social Media: Find the Cooperative on Facebook and Instagram.

5.2 Operating Hours

The general operating hours of our office are:

Monday	9.00 am - 2.30 pm.
Tuesday	9.00 am - 2.30 pm.
Wednesday	9.00 am - 2.30 pm
Thursday	9.00 am - 2.30 pm.

Tenants may contact the Cooperative between 9.00 am and 5.00 pm, Monday to Thursday, to report repairs and maintenance issues.

For urgent maintenance matters outside these hours, tenants should follow the After-Hours Protocol outlined in section 18.5 of this Handbook.

5.3 Communications

The Cooperative will make every effort to ensure all information provided to tenants is clear and written in plain English. Communication may be delivered in person or via telephone, email, SMS or post.

Tenants are welcome to bring friends, family or advocates to any interview or meeting. If required, a tenant may use their own interpreter.

The written policies and procedures of the Cooperative will be accessible to any member upon request. Copies can be obtained by contacting the Secretary at karabarhousing@gmail.com or by phone on 0429 206 632.

6 COOPERATIVE HOUSING and ELIGIBILITY REQUIREMENTS

Social or public housing is government-funded housing for very low-income households; community housing is housing generally built or supported through government funding or grants and managed by not-for-profit providers; and affordable housing is rental housing priced below market rates for low to moderate income households who are not eligible for social housing.

The Cooperative's current housing stock is classified as affordable housing.

The Cooperative provides long-term affordable housing to people on low to moderate incomes, as defined by the NSW Affordable Housing Ministerial Guidelines published by the NSW Department of Communities and Justice. The Cooperative subsidises rents for eligible households at 75 per cent or less of current private market rents. The Cooperative does not receive ongoing government funding and relies on rental income and ad hoc donations to fund its work.

To be eligible, household income must fall within the limits set by the NSW Affordable Housing Ministerial Guidelines. Applicants must also be assessed as being in housing need and unable to resolve that need in the medium to long term without assistance.

Households where any member has assets or property that could reasonably be expected to resolve their housing situation are not eligible for housing with the Cooperative.

Applicants who are already living in social, community or public housing are generally not eligible for housing with the Cooperative. An exception may apply where a household's circumstances mean they are required to leave their existing housing, or are no longer eligible to remain there, but their income still falls within the affordable housing limits set by the NSW Affordable Housing Ministerial Guidelines.

From time to time, and depending on capacity, the Cooperative may also accept applicants on very low incomes. To ensure people have sustainable long-term housing options, applicants and tenants whose income qualifies them for social/public housing are required to apply for priority housing with Homes NSW before accepting accommodation with the Cooperative. In these cases, the Cooperative may provide secure housing while the household awaits an offer of public or social housing.

7 COOPERATIVE MEMBERSHIP

When applicants accept an offer of accommodation from the Cooperative, they agree to become financial members of the Cooperative by paying a one-off membership fee of five dollars (\$5).

Membership provides full voting rights and an equal say in the running and strategic direction of the Cooperative. Further information is available in the Cooperative's Rules, available on request from the Secretary.

An Annual General Meeting of the Cooperative is held in the last quarter of each year. Notification of the meeting is posted to each member.

8 TENANT ENGAGEMENT AND PARTICIPATION

For a Cooperative to exist, members are encouraged to participate in its operation and activities.

The *Co-operatives Act 1996* states that all Cooperative members must be active.

A tenant of the Cooperative is an active member until their tenancy ends. Your membership automatically ends when your tenancy ends.

Tenants are welcome to be involved in additional ways if they wish. This may include attending the Annual General Meeting, voting on special resolutions, taking part in surveys, attending social events, or applying to serve on the Board or a Board sub-committee.

The Cooperative engages tenants through its website and social media; by producing an Annual Report which provides a summary of the previous year's achievements; and through opportunities such as surveys and the Annual General Meeting, to provide feedback and make suggestions on overall performance and tenant satisfaction.

8.1 Social Media Policy

Social media can be a positive way to communicate, share ideas and promote the work and values of the Cooperative. However, using social media also involves legal and personal responsibilities. This policy is intended to help tenants use social media safely and respectfully, while protecting the privacy and reputation of others, including the Cooperative.

Policy Guidelines:

1. **Respect privacy:** Do not post or share confidential or personal information about other tenants, staff, or Board members without their permission. This includes addresses, phone numbers, financial details, or photographs. The Cooperative will always seek your consent before sharing information or images that may identify you.
2. **Use respectful and lawful language:** Social media posts must not include discriminatory, offensive, threatening or abusive language or images. Posts must not be illegal, defamatory, or harmful to the reputation of the Cooperative or other tenants.
3. **Do not represent the Cooperative:** If you post about the Cooperative, please make it clear that you are speaking as an individual tenant, not on behalf of the Cooperative.
4. **Respect copyright:** Do not post images, videos or written material that you do not own or have permission to use.

Raising concerns: If you have concerns about the Cooperative, staff, or other tenants, we encourage you to raise them directly with the Cooperative through the appropriate feedback, complaints or appeals process rather than on social media.

Managing breaches: The Cooperative does not monitor tenants' private social media accounts. However, the Cooperative may become aware of publicly available social media content.

Where social media use results in a breach of tenancy obligations, privacy, safety, or the rights of others, the Cooperative may take action in accordance with the Residential Tenancies Act and its policies. This may include issuing a breach notice or taking other lawful steps where appropriate.

9 ANNUAL GENERAL MEETING

As members of the Cooperative, all tenants are encouraged to participate in the Cooperative's Annual General Meeting, held in the last quarter of the year. Invitations, agenda and nomination requests for Board members are issued at least two months prior to the date of the Annual General Meeting.

The Annual General Meeting is chaired by the Cooperative Chair. The Cooperative's financials are tabled, and the general business of the Cooperative is discussed. Members also vote on important matters, including the election of Board members.

The Annual General Meeting opens the floor to all members and stakeholders for comment and feedback.

10 PROPERTIES AND PROPERTY ALLOCATION

The Cooperative has limited funding sources available to them, so its property allocations policy aims to balance meeting the housing needs of people across different income levels while also ensuring that the Cooperative can cover its costs for administration, and for financing its housing portfolio.

The Cooperative currently manages 26 properties in Queanbeyan, including seven owned by the Queanbeyan and District Anglican Church and a private owner. Properties are allocated based on specific criteria such as family size, housing needs, availability, overall compatibility with the existing community in a complex where a vacancy exists, and any additional requirements set by the Cooperative and/or property owners.

11 NSW RESIDENTIAL TENANCY AGREEMENT

When a tenant accepts an offer of housing with the Cooperative, an NSW Residential Tenancy Agreement is entered into. This is the standard lease agreement used across New South Wales, including in the private rental market.

11.1 Your rights under the NSW Residential Tenancies Act

As a tenant of the Cooperative, you have the right:

To be provided with a copy of your NSW Residential Tenancy Agreement; a condition report and NSW Fair Trading New Tenant Checklist	To be offered a dwelling that is safe, secure, reasonably clean, and fit to live in	To quiet enjoyment of your home, including reasonable peace, comfort and privacy
To be offered at least one way to pay rent that does not incur a fee	To receive at least 60 days' written notice of any rent increase	To have repairs and maintenance carried out within a reasonable time
To have reasonable locks and security provided and maintained	To be provided with rental ledgers on request	To be reimbursed for approved emergency repairs you have paid for, where you were unable to contact the Cooperative, in accordance with the Residential Tenancies Act.
To apply to the NSW Civil and Administrative Tribunal (NCAT) for orders if the Cooperative breaches the Residential Tenancy Agreement or tenancy law	To receive written notice if the Cooperative seeks to end your tenancy	To be notified if the name or contact details of the Cooperative change
To refuse access to your home except in an emergency or where proper notice has been given in accordance with the Residential Tenancies Act	To not be unlawfully evicted	To have your autonomy respected, including your right to privacy, intimacy and sexual expression, in accordance with the law
To be treated with respect and without discrimination	To have any allegations or incidents of violence, abuse, neglect, exploitation or discrimination taken seriously, investigated, and acted upon	To make complaints about services provided and to appeal decisions made by the Cooperative

As an affordable housing provider, the Cooperative may include additional terms or special conditions in the Residential Tenancy Agreement. Any additional terms will be lawful, explained clearly, and discussed with you at the time you sign your lease.

All tenants have the same rights and obligations under the Residential Tenancies Act 2010 (NSW) as tenants in the private rental market. If you would like independent advice or more information about your rights and responsibilities, you can contact NSW Fair Trading on 133220.

11.2 Your responsibilities under the NSW Residential Tenancies Act

As a tenant of the Cooperative, you are responsible for:

Completing the Condition Report and returning it to the Tenant and Property Manager within seven (7) days of signing the Residential Tenancy Agreement	Paying rent on time and in the manner set out in your Residential Tenancy Agreement	Taking reasonable care of the property
Keeping the property, including any garden, backyard, balcony or terrace, in a clean and reasonable condition	Paying for any damage caused by you, members of your household, or your visitors (other than fair wear and tear)	Reporting the need for repairs or maintenance to the Cooperative as soon as practicable
Not making any alterations or modifications to the property without the Cooperative's prior written consent	Not altering, removing or adding any locks or security devices without the Cooperative's consent, except where permitted by the Residential Tenancies Act	Not installing CCTV, cameras, audio recording, tracking or other surveillance devices
Not using, or allowing the property to be used, for any illegal purpose	Not interfering with the peace, comfort or privacy of neighbours	Not causing, or allowing a nuisance to be caused, at the property
Treating Cooperative staff, members, contractors and other stakeholders with respect and courtesy	Leaving the property in a similar condition to when you moved in, except for fair wear and tear	Giving correct written notice when ending your tenancy, in accordance with your Residential Tenancy Agreement
Not subletting the property	Advising the Cooperative and seeking approval before inviting any additional person to live at the property	Notifying the Cooperative of any changes to household income or circumstances within 14 days
Not running a business from the property	Reading and understanding the Residential Tenancy Agreement before signing it, and asking questions if anything is unclear	Complying with the Cooperative's policies, rules and by-laws, as applicable and as provided to you

12 THE COOPERATIVE'S RENTAL POLICY

The Cooperative's Board of Directors is responsible for setting rents. In doing so, the Board considers:

- average private market rents in the Queanbeyan region, using information published by the NSW Department of Communities and Justice in its Quarterly Rental Reports, and relevant ATO market rent benchmarks; and
- the Cooperative's legal obligations as a registered charity with GST-free status, which require rents for eligible households to be set at no more than 75 per cent of market rent.

Eligibility for affordable housing is assessed using household income limits set out in the NSW Affordable Housing Ministerial Guidelines, which are updated annually.

The Cooperative's rent-setting policy aims to balance:

- providing affordable housing to people on low to moderate incomes; and
- ensuring the Cooperative can continue to operate sustainably and maintain its housing stock.

12.1 Market rent and subsidised rent

Market rent is the rent that would reasonably be expected for a similar property in the private rental market. Subsidised rent is the rent charged to a tenant based on their household income and eligibility for affordable housing.

The method used will depend on the household's circumstances and the Cooperative's policies.

The Cooperative may use different methods to set subsidised rents, including:

- income-based rents (for example, a percentage of household income);
- rents linked to the average income of a particular group (such as age pensioners); or
- rent levels that are below the required 75 per cent of market rent for households in the "very low" income category.

12.2 Commonwealth Rent Assistance (CRA)

Commonwealth Rent Assistance (CRA) is a non-taxable payment paid by Centrelink to eligible people who rent in the private rental market, including in affordable housing.

CRA helps reduce the proportion of household income spent on housing costs.

Information about eligibility, minimum rent thresholds and maximum CRA payments is available from Services Australia (Centrelink).

The Cooperative encourages tenants who receive Centrelink payments to check that they are receiving the correct level of CRA. If assistance is needed, the Cooperative can refer tenants to an appropriate support service.

12.3 Rent Reviews

The Cooperative reviews rents regularly to ensure that:

- rents continue to meet the Cooperative's charitable purpose of providing housing at no more than 75 per cent of market rent for eligible households; and
- tenants remain eligible for subsidised rent under the NSW Affordable Housing Ministerial Guidelines.

The Cooperative reviews its overall rent-setting approach each year. As part of this process, tenants will be asked to provide updated information about household income and financial circumstances, such as:

- payslips,
- Centrelink statements, and
- bank or superannuation balances

for all household members aged 18 years and over.

Rents for the upcoming year are set after the Annual General Meeting and generally take effect from the first week of April.

Tenants will receive at least 60 days' written notice of any rent increase, in accordance with the Residential Tenancies Act 2010 (NSW).

If a tenant is experiencing financial hardship, they may write to the Board of Directors (via the Cooperative) to request a review of their rent.

12.4 Changes to household income

Tenants must notify the Cooperative within fourteen (14) days if any of the following changes occur:

- household income increases or decreases (except for irregular variations due to shiftwork and /or overtime);
- a person moves into or out of the household; or
- the income of any other person living at the property changes.

These changes may affect your eligibility for ongoing tenancy with the Cooperative

Failure to notify the Cooperative of relevant changes may be treated as a breach of the Residential Tenancy Agreement.

13 PAYING YOUR RENT

When your tenancy starts, you are required to pay two weeks' rent in advance.

Rent is payable weekly, with payments due on Saturdays, and your tenancy will also commence on a Saturday. You may choose to pay your rent weekly, fortnightly or monthly, however you must always keep your rent two weeks in advance, as set out in your Residential Tenancy Agreement.

How to Pay Your Rent

The Cooperative's preferred payment methods are:

- **Centrepay** – a free service available to tenants who receive Centrelink payments; and
- **Direct debit** – tenants who do not receive Centrelink payments are encouraged to set up a direct debit to the Cooperative's bank account. Payments must be received by the due date and clearly identify the tenant's name and/or property reference.

13.1 Rental Bond

At the start of your tenancy, you are required to pay a rental bond equal to four weeks' rent, in accordance with the Residential Tenancies Act 2010 (NSW).

If you are unable to pay the bond in full, the Cooperative may refer you to a support service to assist with an application for RentStart through the NSW Department of Communities and Justice.

Where possible, bonds will be lodged using Rental Bonds Online. In some cases, tenants may pay the bond to the Cooperative, and the Secretary will lodge it on the tenant's behalf.

At the end of the tenancy, the bond will be refunded in accordance with the Act, taking into account:

- the condition of the property (excluding fair wear and tear), and
- any outstanding rent or charges lawfully payable to the Cooperative.

If a tenant transfers to another Cooperative property, any outstanding debts may be deducted from the bond for the existing property. A new bond will be required for the new tenancy, as bonds cannot be transferred between properties through Rental Bonds Online.

13.2 Rental Arrears

The Cooperative understands that tenants may experience financial difficulties from time to time. Our aim is to work with tenants early to prevent rent arrears from increasing, support tenants to sustain their tenancy, and maintain affordable housing for all tenants.

Contact us before you miss a rent payment to discuss your situation

13.3 Rent Responsibilities

Rent must be paid in full and kept two weeks in advance, in accordance with your Residential Tenancy Agreement.

If you expect to miss a payment, contact the Cooperative as soon as possible, preferably before the payment is due but no later than the due date.

13.4 Hardship and Payment Plans

If you're having trouble paying rent because of illness, job loss, or another personal hardship, we will ask you to enter into a payment plan. This allows you to pay smaller, regular amounts over time to catch up.

- You'll need to complete a simple Request for Payment Plan form.
- The Cooperative will assess your request and confirm the decision in writing.
- While you are meeting the terms of an agreed payment plan, the Cooperative will generally not take termination or recovery notice for non-payment of rent.
- There are no fees for setting up or managing a payment plan.
- The Cooperative may also refer you to appropriate community support services for financial or wellbeing support, if required.

13.5 If a Payment Plan Isn't Possible

If rent remains unpaid and a payment plan cannot be agreed, or if an agreed payment plan is not maintained, the Cooperative may take action in accordance with the Residential Tenancies Act 2010 (NSW).

This may include issuing a termination notice where rent is 14 days or more in arrears and applying to the NSW Civil and Administrative Tribunal (NCAT) for appropriate orders.

13.6 Former Tenant Debts

If your tenancy ends, and rent or other charges remain unpaid, the Cooperative will provide a final statement and discuss repayment options with you.

Outstanding debts may be considered when assessing future housing applications.

13.7 Your Rights

You may request a review if you disagree with a decision relating to rent arrears or a payment plan. You also have the right to apply to NCAT for an independent decision.

13.8 Need Help?

If you are struggling to pay rent, please contact the Cooperative as soon as possible. Your situation will be treated with respect and confidentiality, and we will assist you to access appropriate support where available.

13.9 Other Tenant Charges

Water use	<p>The Cooperative currently covers water usage costs for all tenants. If water usage charges are introduced in the future, the Cooperative will comply with relevant Ministerial Guidelines, taking into account:</p> <ul style="list-style-type: none"> • actual or estimated water usage, • the tenant’s income, and • the rent payable. <p>Tenants should use water responsibly, comply with water restrictions, and report leaks promptly. Please see clause 20.3</p>
Excess Rubbish	<p>Tenants are not charged for normal weekly rubbish collection using Council bins or for Council clean-up days (where Council rules are followed).</p> <p>The removal of dumped or excessive rubbish from common areas may be charged to the responsible tenant(s).</p> <p>When vacating a property, tenants must arrange a Council clean-up. Costs for removing rubbish left behind may be charged to the vacating tenant.</p>
Utilities and Services	<ul style="list-style-type: none"> ○ Electricity and gas: Tenants are responsible for connection and usage costs. Faults with meters, pipes or wiring are the responsibility of the Cooperative and should be reported promptly. Please note the Cooperative is working towards phasing out the use of gas in all its properties. ○ Telephone and internet: Tenants are responsible for all connection and usage costs. ○ Contents insurance: The Cooperative insures the building; tenants are responsible for insuring their own contents against fire, theft or other damage and loss.
Gardens	<p>The Cooperative is responsible for maintaining common area gardens. Tenants are responsible for maintaining their own garden areas.</p>
Damage	<p>Tenants must take reasonable care of the property and keep it clean. Tenants may be charged for damage caused by deliberate actions or negligence (of the tenant, household member, pet or visitor), and/or failure to report maintenance issues within a reasonable time.</p>
Keys	<p>The Cooperative agrees to:</p> <ul style="list-style-type: none"> ○ provide and maintain locks or security devices necessary to keep the premises reasonably secure; ○ provide the tenant with keys or access devices for the premises and any common areas they are entitled to use; ○ not charge for keys except to recover the cost of replacements or additional copies; ○ provide replacement keys or access devices within a reasonable time after locks are changed. <p>Tenants must not change locks or security devices without the Cooperative’s written consent. Where consent is given, tenants must provide the Cooperative with copies of keys or access information within seven (7) days of the change.</p>

14 TENANCY MATTERS

14.1 Contact / Emergency Contact Details

It is important that the Cooperative can contact you when needed. Please let us know as soon as possible if your phone number, email address or other contact details change.

You must also provide the Cooperative with the name and contact details of at least one person who can be contacted on your behalf in an emergency.

14.2 Occupancy

14.2.1 Additional Occupants/Household members

Your Residential Tenancy Agreement states how many people are approved to live in your home.

You must get written approval from the Cooperative **before** any additional person moves in. This includes partners, adult children, relatives or other household members.

If the proposed additional person is aged 18 or over, they must:

- complete an application form, and
- provide income and financial information.
- The Executive Committee may meet with the proposed household member to confirm:
 - they meet eligibility requirements, and
 - their addition will not negatively impact other tenants or the community.

The Cooperative will make a decision within 28 days of receiving a complete application. If approved, your rent may be reassessed.

If an additional person moves in without approval, or remains after an application is refused, this may be a breach of your Residential Tenancy Agreement and may result in formal tenancy action under the Residential Tenancies Act.

14.2.2 Household Member Vacating the Premises

If someone permanently leaves your household, you must tell the Cooperative as soon as possible and provide reasonable proof that they have moved out.

Acceptable proof may include:

- a new lease in their name
- utility or phone bills showing a new address
- a driver's licence, NSW Photo Card or Centrelink statement with their new address.

Once this information is received, your rent will be reviewed based on the income of the remaining household members.

If the departure means the property is now larger than needed, the Cooperative may discuss alternative housing options with you. Any decision will be made in consultation with you and will consider your needs and preferences. While the Cooperative will try to assist, alternative housing cannot be guaranteed.

14.2.3 Visitors

Friends or relatives staying with a tenant for social or holiday purposes for up to four (4) weeks are considered visitors and not household members.

If a visitor is likely to stay longer than four (4) weeks, the tenant must notify the Cooperative **in advance**. The Cooperative may assess whether the person is required to be approved as an additional household member.

Visitors must not become de facto residents without the Cooperative's approval. Allowing an unauthorised occupant to live at the property may constitute a breach of the tenancy agreement and may result in formal action.

Tenants are fully responsible at all times for the conduct and behaviour of their visitors and for ensuring that visitors comply with this Tenant Handbook, the Residential Tenancy Agreement, and all reasonable directions of the Cooperative.

This responsibility applies within the dwelling and in all common and shared areas.

14.2.4 Subletting | Transfer of Lease

Subletting is not permitted.

Only people approved and named in your application and tenancy agreement may live in the property. You cannot:

- Sublet the property.
- Transfer or assign your lease to another person.
- Rent out the property or part of it for short-term rental (e.g. Airbnb).

Any infringement of this policy will result in the Cooperative cancelling the tenant's lease and issuing a Notice of Termination under the Residential Tenancies Act. Any action taken will follow the Residential Tenancies Act 2010, including notice requirements and the tenant's right to apply to NCAT.

14.3 Absences from Properties

Affordable housing is a limited resource. To ensure the Cooperative meets its obligations as a charity providing affordable housing, it is important that properties are not left vacant for long periods of time. Advice of absent dwellings is also required by the Cooperative's insurance policies.

You must tell the Cooperative if you will be away from your home for more than two (2) weeks, even if other members of the household remain. Please give as much notice as possible.

Each request will be considered on its merit. You may be required to provide evidence for an extended absence.

14.3.1 Reasons for absence

Absences of more than two (2) weeks require approval. Longer absences may require Board approval.

Acceptable reasons include:

- caring for sick or frail family members
- hospitalisation, respite care, rehabilitation or aged care
- escaping domestic violence or serious threats
- employment, education or training
- holidays
- assisting with immigration or legal matters in the tenant's country of origin
- incarceration (except where related to a breach of the Residential Tenancy Agreement).

14.3.2 Tenants moving into an aged care facility

If a tenant moves permanently into aged care, the Cooperative will usually require the tenancy to end unless the stay is short-term or respite care.

In these circumstances, the Cooperative may consider an application from another household member for Succession of Tenancy.

14.3.3 Tenants who are incarcerated

If incarceration is directly related to a serious breach of the tenancy agreement, the Cooperative will take action to terminate the tenancy.

In other circumstances, a tenant may apply to retain the tenancy for up to three (3) months. After this time, the Cooperative may consider a succession application from a remaining household member or take action to terminate the tenancy.

14.3.4 Responsibilities during absences

During any absence, tenants must:

- continue paying rent and other charges
- ensure the property is secure
- arrange for lawns and gardens to be maintained (if applicable).

For long absences, you must nominate a responsible person (aged 18 or over) to act on your behalf and provide their contact details to the Cooperative.

14.3.5 Absence without approval

If a tenant is absent without approval or exceeds the approved period, the Cooperative will attempt to contact the tenant to discuss the situation. Depending on the circumstances, formal tenancy action may be taken, including applying to NCAT.

14.3.6 Tenancy Reinstatement

In limited circumstances, tenants who have had their tenancy ended due to absence may apply for reinstatement. This is assessed case-by-case, subject to eligibility and property availability.

14.4 Access to Property

The Cooperative respects your right to privacy and quiet enjoyment. However, under the Residential Tenancies Act 2010, access may be required for lawful reasons.

Access may occur:

- with your consent
- for inspections
- for repairs or maintenance
- to value or sell the property
- for emergencies or serious safety concerns
- if the property appears abandoned.

If the Cooperative has good reason for serious concern about the health or safety of the tenant or other members and stakeholders residing in or visiting the property, the Cooperative will ask the police to do a welfare check.

The Cooperative will provide appropriate notice before entering a property in accordance with the Residential Tenancies Act 2010 (NSW). This is generally at least 7 days for inspections and at least 2 days for repairs or other access, unless the tenant agrees otherwise, or in an emergency. Refusing lawful access may breach your tenancy agreement.

14.4.1 Access to common areas:

The Cooperative may enter common areas without notice for maintenance, safety or repairs. This includes tasks like improving gardens, repairing driveways and walkways, attending to faulty lighting, cleaning grates, pruning trees or hedges, and planning new works.

While we will always provide advance notice for new works whenever possible, please be aware that some maintenance tasks are scheduled as part of annual contracts and may be booked at the contractors' convenience.

We understand that schedules for trades, contractors and volunteers can change, and times cannot always be fixed in advance.

14.5 Succession of Tenancy

Succession of tenancy means another household member may be allowed to remain in the property if the principal tenant leaves or passes away.

Succession of tenancy can be considered when the principal tenant:

- dies
- relocates to an aged care facility
- relocates to a residential rehabilitation facility

- is incarcerated
- permanently leaves the property due to a breakdown in the relationship; or to care for sick or frail family members
- a final apprehended violence order prohibiting them from accessing the property is issued, and
- in other circumstances approved by the Board of Directors.

An application for succession of tenancy must be received by the Cooperative within fourteen (14) days of the change in household circumstances. Applicants must meet all the Cooperative's eligibility requirements. Decisions are made fairly, considering both household circumstances and the Cooperative's waitlist.

14.6 Co-Tenants

When more than one person signs the lease, all are co-tenants and share full responsibility for the tenancy. Each co-tenant is considered a member of the Cooperative in their own right.

If there is a dispute, a co-tenant can apply to NCAT for an order to terminate their tenancy, the tenancy of another co-tenant, or the tenancy as a whole.

After the fixed term ends, a co-tenant may give 21 days' notice to leave. Joint responsibility for rent and making good any damage to the property continues during that notice period.

14.7 Pets

The Pets are welcome with approval.

Tenants must apply in writing for permission to keep a pet. Please contact the Tenant and Property Manager for a Pet Approval Application Form **BEFORE** you acquire a pet. Approval depends on the property, the type and size of the pet, and its impact on neighbours and the property. Generally, tenants can have one small pet if they live in a property with an enclosed front and/or back yard. Pets include dogs, cats, birds, and fish. Applications for reptiles, snakes, rodents, and insects will not be approved. The Cooperative keeps a pet register.

Approval implies your agreement to the following conditions:

- Follow all local government by-laws, including the Dangerous Dogs Act 1991 and the Companion Animals Act 1998, and ensure your pet is registered and vaccinated as required.
- Keep pets in an enclosed yard as per local council by-laws, and always under control, either on a leash or in a secured area. The Cooperative will not provide gates or fencing for pets.
- Ensure your pet does not damage the property, disturb neighbours, or pose a danger to the community.
- Provide adequate care for your pet, including food, water, shelter, and exercise.
- Keep your pet clean, groomed, and free of fleas and other parasites. You are responsible for flea control costs.
- Keep gardens and yards clean and dispose of pet waste regularly and properly.

- Take full responsibility for any damage or injury caused by your pet and cover all costs for repairs. You are advised to get insurance to cover any pet-related liabilities.
- Pay for professional carpet cleaning at the end of your tenancy.

These rules are important to maintain a safe and pleasant living environment for everyone.

14.8 Excessive Possessions/Hoarding

The Cooperative's focus is on keeping all residents safe and healthy, and preserving the quality of its properties. Excessive possessions and clutter can lead to fire, pest and hygiene risks.

The Cooperative does not diagnose hoarding disorder or require tenants to provide such diagnoses. Instead, they address clutter and hoarding based on observed risks to safety and property condition. Tenants will be supported to minimise these risks wherever possible.

14.9 Sustaining Your Tenancy

The Cooperative is a housing provider but is not equipped or resourced to provide welfare support. However, the Cooperative is committed to supporting tenants who may be struggling to keep their tenancy by connecting them with local support agencies best suited to empower them to take control of their situation, and who will work with them to agree on the next steps.

The Cooperative will always seek written permission before referring a tenant to an external support agency, unless there is a risk of serious harm to the tenant or others.

14.10 Change of Circumstances

You must tell the Cooperative within 14 days if:

- your income changes
- the number of people in your household changes.

Failure to do so may result in loss of rental subsidy and formal tenancy action in line with the Residential Tenancies Act.

14.11 Smoking

For health, safety and property protection reasons, smoking is not permitted inside any Cooperative property.

Smoking indoors can cause damage to the property and may affect the health and comfort of other residents. Smoking inside the premises by a tenant, household member or visitor, or evidence of indoor smoking identified during an inspection, may be treated as a tenancy breach and managed in accordance with the Residential Tenancies Act.

Smoking is permitted outdoors, provided it does not:

- create a nuisance or unreasonable disturbance to other residents
- cause smoke to drift into neighbouring dwellings or common areas, particularly in strata or multi-unit properties.

Tenants are responsible for ensuring their visitors comply with this requirement.

14.12 Tenancy breaches

A tenancy breach occurs when either the tenant or the Cooperative does not meet their obligations under the Residential Tenancy Agreement or relevant legislation, including the Residential Tenancies Act 2010 (NSW) and Residential Tenancies Regulation 2019 (NSW).

When a tenant does not meet their obligations, this is called a tenant breach.

When the Cooperative does not meet its obligations, this is called a landlord breach.

Tenant breaches	<p>You are responsible for complying with their Residential Tenancy Agreement and for the behaviour of their household members and visitors.</p> <p>Common examples of tenant breaches include:</p> <ul style="list-style-type: none"> • falling behind in rent • causing nuisance or unreasonable disturbance to neighbours • making unauthorised changes to the property • keeping a pet without approval • subletting or allowing unauthorised occupants • failing to notify the Cooperative of changes in household members or income where required. • neglecting or damaging the property • failure to maintain the premises in a reasonably safe condition, including fire safety risks arising from excessive clutter or blocked exits, may result in a tenancy breach in accordance with Section 18.11 of this Handbook. <p>If a tenant breach occurs, the Cooperative will usually issue a Notice to Remedy Breach and work with you to resolve the issue. If the breach is not remedied, or if the breach is serious, the Cooperative may take further action in accordance with the Residential Tenancies Act, including applying to the NSW Civil and Administrative Tribunal (NCAT).</p>
Landlord breaches	<p>Tenants have the right to expect the Cooperative to meet its obligations as a landlord.</p> <p>Examples of landlord breaches may include:</p> <ul style="list-style-type: none"> • not carrying out repairs or maintenance within a reasonable timeframe • not giving the correct notice for inspections, rent increases, or access. <p>If a tenant believes the Cooperative has breached the tenancy agreement, they should raise the issue with the Cooperative first so it can be addressed. If the matter is not resolved, the tenant may apply to NCAT for an independent decision.</p>

If a breach is not remedied, the Cooperative may issue a Notice of Termination in accordance with Section 18 of this Handbook and the Residential Tenancies Act 2010.

15 TRANSFERS

The Cooperative aims to place tenants in homes that are suitable for their long-term needs. Sometimes, a tenant's circumstances change, or the Cooperative needs to manage its housing stock differently. In these situations, a transfer to another property owned or managed by the Cooperative may be considered.

Transfers may be:

- **tenant-initiated**, where the tenant asks to move; or
- **management-initiated**, where the Cooperative proposes a move for property or tenancy management reasons.

All transfers are managed fairly and in accordance with the Residential Tenancies Act 2010 (NSW) and relevant housing regulations.

15.1 Tenant-initiated transfer

Tenants may apply for a transfer if their current property or location is no longer suitable for their needs. The tenant must explain the reason for the request and how a move would improve their housing situation.

Each request is assessed on a case-by-case basis.

To be eligible for a tenant-initiated transfer:

- the tenant must meet affordable housing eligibility criteria at the time of application and at the time of any offer
- rent payments must be up to date, or the tenant must be complying with an agreed repayment plan
- there must be no unresolved issues relating to serious property damage or antisocial behaviour.

If a transfer is approved, the tenant will be notified when a suitable property becomes available. Due to limited housing supply, the Cooperative cannot provide timeframes.

Tenants approved for transfer will generally receive one reasonable offer of alternative accommodation. If the tenant declines a suitable offer, the transfer request may be closed. The tenant's existing tenancy will continue unless otherwise ended in accordance with the Residential Tenancies Act.

For tenant-initiated transfers, tenants are responsible for their own moving costs.

In exceptional circumstances, the Cooperative may approve a transfer outside this policy.

15.2 Management-initiated transfer

In some situations, the Cooperative may propose a transfer to another property for tenancy or property management reasons. Management-initiated transfers are considered carefully and discussed with the tenant before any decision is made.

A management-initiated transfer may be proposed where:

- the property is significantly under-occupied or overcrowded
- the property is being sold, redeveloped, or requires major repairs or redevelopment
- the property is no longer suitable for the tenant's age, health, or mobility needs and cannot be reasonably or affordably modified
- the property contains disability modifications that are no longer required and could better meet the needs of another household
- relocating the tenant would significantly improve tenancy sustainability, including reducing rental stress
- the household's continued occupation of a particular complex is causing ongoing and substantiated impacts on the reasonable peace, safety, or amenity of other residents, and those impacts cannot be resolved through support, tenancy management, or reasonable adjustments.

Management-initiated transfers will not be based on arbitrary or discriminatory reasons. Each decision will consider the tenant's individual circumstances, the needs of other residents, and the Cooperative's obligations as an affordable housing provider.

Where a management-initiated transfer is proposed, the Cooperative will:

- consult with the tenant and explain the reasons for the proposed transfer
- try, where possible, to relocate the tenant within their current or preferred area
- offer one reasonable alternative property, subject to availability.

If a tenant declines a suitable offer, the Cooperative may review the tenancy and consider appropriate options in accordance with the Residential Tenancies Act 2010.

For management-initiated transfers, the Cooperative will provide reasonable assistance with relocation, such as removalist support (for example, two people and a truck for up to four hours), where practicable.

16 DOMESTIC VIOLENCE

Everyone has the right to feel safe and to live free from domestic and family violence.

If you are experiencing violence or feel unsafe, you should contact the police or a specialist domestic violence service. Support is available from services such as Louisa Domestic Violence Service (0414 946 544).

The Cooperative will treat all domestic violence matters sensitively and confidentially.

16.1 Changing locks for safety

If a tenant has a final Apprehended Violence Order (AVO) that prohibits the perpetrator from accessing the rental property, the tenant does not need the Cooperative's permission to change the locks.

The tenant must:

- notify the Cooperative as soon as practicable, and
- provide the Cooperative with a copy of the new key [unless this would place the tenant at further risk].

The Cooperative will not provide keys or access details to any person excluded by an AVO.

16.2 Safety options

If you are experiencing domestic violence, options are available whether you need to leave the property or wish to stay.

16.3 Ending a tenancy due to domestic violence

A tenant or a dependent child of a tenant who is experiencing domestic violence may end their tenancy immediately, without penalty.

To do this, the tenant must give the Cooperative:

- a Domestic Violence Termination Notice, and
- the required evidence under the Residential Tenancies Act (for example, an AVO, police report, or declaration).

Notice must also be given to any co-tenants, as required by law.

16.4 Staying in the property

Tenants may choose to remain in the property and take steps to improve their safety.

16.4.1 Removing a perpetrator

If a final AVO excludes a perpetrator who is a co-tenant from accessing the property, the perpetrator's interest in the tenancy ends by operation of law.

Where this occurs:

- the tenancy continues for any remaining tenant(s) named on the agreement
- if the victim is not named on the lease, they may apply to NCAT to have the tenancy transferred into their name.

If there is no final AVO, or the AVO does not include an exclusion order, a tenant may apply to NCAT for orders to end the perpetrator's tenancy.

If a final Apprehended Violence Order (AVO) is granted that excludes a co-tenant (perpetrator) from accessing the property, then the perpetrator's co-tenancy will automatically end.

16.4.2 Co-tenants affected by domestic violence

When a tenancy ends due to domestic violence, this may affect co-tenants.

In these circumstances:

- non-perpetrator co-tenant(s) are entitled to a 14-day grace period, during which they are only required to pay their share of the rent
- this period allows time to find another co-tenant or apply to end the tenancy
- non-perpetrator co-tenant(s) are not responsible for damage caused by the perpetrator during a domestic violence offence
- a perpetrator co-tenant who remains in the property is responsible for paying the full rent from the date the domestic violence termination notice takes effect.

16.5 Property damage due to domestic violence

A tenant who is experiencing domestic violence is not responsible for damage to the property caused by a domestic violence perpetrator during a domestic violence offence.

This applies whether or not the perpetrator is a tenant.

A non-perpetrator co-tenant is also not required to pay for this type of damage.

17 ANTISOCIAL BEHAVIOURS AND DISPUTES

Everyone has the right to feel safe in their home and to enjoy their property without unreasonable disturbance. Tenants are also responsible for ensuring their behaviour, and the behaviour of household members and visitors, does not interfere with the peace, comfort or privacy of others.

Not all disagreements between neighbours constitute antisocial behaviour. The Cooperative recognises that differences in lifestyle, personal preferences and expectations may sometimes lead to disputes between neighbours.

The Cooperative will not normally intervene in minor neighbour disputes unless the behaviour constitutes antisocial behaviour, a breach of the tenancy agreement, or presents a risk to the safety, well-being, or peaceful enjoyment of other tenants or residents.

Where appropriate, tenants may be encouraged to seek independent mediation or assistance from relevant community or dispute resolution services.

It is also important to understand that the Cooperative is not always the most appropriate first point of contact, particularly where issues involve criminal behaviour or urgent safety concerns.

17.1 When to contact the police

You should contact the police **immediately** if a situation involves:

- violence or threats of violence
- harassment, intimidation or serious verbal abuse
- suspected criminal activity (including drug-related activity)
- immediate risk to personal safety or property.

After contacting the police, tenants should notify the Cooperative as soon as possible and, where available, provide a **police event number**. This information helps the Cooperative assess whether the matter may also involve a breach of the Residential Tenancy Agreement.

17.2 The Cooperative's role

The Cooperative can consider taking action where there is **clear, written information** showing ongoing or serious behaviour that may breach tenancy obligations, such as:

- repeated nuisance or unreasonable noise
- harassment or intimidation of neighbours
- damage to property or common areas
- behaviour that interferes with others' quiet enjoyment.

Any action taken by the Cooperative must follow the Residential Tenancies Act 2010 and procedural fairness. This may include investigation, written warnings, breach notices, or (in serious or ongoing cases) action through NCAT. Not all complaints will result in formal action.

17.3 Neighbourhood noise and nuisance

Living in a shared community means accepting a reasonable level of everyday noise.

Common sources of neighbourhood disturbance can include:

- loud music or television
- ongoing barking by dogs
- noisy vehicles
- loud arguments.

Tenants are expected to take reasonable steps to minimise noise, particularly at night and early in the morning.

Children playing outdoors or in common areas is a normal part of community living.

Complaints about children should be avoided unless the behaviour is:

- excessive or ongoing
- causing damage to property
- occurring at unreasonable times, or
- involving entry onto another person's property without permission.

17.4 What to do if the problem persists

If a problem does not involve immediate danger, tenants are encouraged to consider the following options, where safe and appropriate:

Speak calmly with your neighbour, as issues can sometimes be resolved through a respectful conversation	Contact the Cooperative, through the Cooperative, to report the issue and seek advice	Contact a Community Justice Centre (CJC) for free and confidential mediation services
Contact your local Council, where the issue relates to noise, animals, or local regulations	Contact the police, if the behaviour escalates or becomes unsafe.	

The Cooperative supports informal and early resolution where possible. Community Justice Centres offer trained mediators who can help neighbours resolve disputes fairly and respectfully without legal action.

Community Justice Centres can assist with disputes relating to:

- Noise
- Pets
- Children
- Garbage
- Unreasonable or ongoing behaviour
- Some family or interpersonal disputes

Contact details for Community Justice Centres are provided in the Key Contacts section of this handbook.

Where antisocial behaviour constitutes a breach of the Residential Tenancy Agreement, the Cooperative may issue breach or termination notices in line with Section 18 of this Handbook and the Residential Tenancies Act 2010.

18 YOUR HOME

18.1 Property Condition Report

The Property Condition Report forms part of your Residential Tenancy Agreement.

Under the Residential Tenancies Act 2010 (NSW), the Cooperative must give you a completed condition report at the start of your tenancy. You must check the report, add any comments, and return a copy to the Cooperative within seven (7) days of the tenancy starting.

The condition report is an important record of the property's condition and may be used if there is a dispute about the bond when the tenancy ends.

18.2 Repairs and Maintenance

The Cooperative is responsible for keeping your home safe, secure and in a reasonable state of repair, having regard to the age and condition of the property.

We aim to respond promptly to maintenance issues and to keep our properties in good condition through regular inspections and planned maintenance.

If you notice a maintenance issue, please report it to the Cooperative as soon as possible, and ideally within three (3) days of becoming aware of it. Reporting issues early helps prevent them from becoming more serious or costly.

Urgent or emergency repairs must be reported immediately in accordance with the reporting procedures set out in section 18.5.

Tenants are responsible for:

- keeping the home, gardens, balconies and outdoor areas clean and tidy
- using the property in a reasonable way
- reporting maintenance issues promptly

Tenants may be required to pay for repairs where damage is caused by the tenant, household members or visitors, or where damage occurs because a problem was not reported in time. The Cooperative will discuss this with you and may offer a payment plan where appropriate.

Only qualified and insured contractors approved by the Cooperative may carry out repairs or maintenance. Contractors follow the Cooperative's Code of Conduct, including strict safety and child-protection requirements.

Tenants must allow reasonable access for repairs and maintenance and ensure pets are safely secured during visits.

The Cooperative also operates a preventative maintenance program, which may include routine inspections, smoke alarm checks, gutter cleaning, and maintenance of common areas such as driveways, gardens and shared structures.

The Cooperative also operates a preventative maintenance program, which may include routine inspections, smoke alarm checks, gutter cleaning, and maintenance of common areas such as driveways, gardens and shared structures.

18.3 Children and Contractor Safety

When contractors attend a property to carry out maintenance, repairs, inspections or provide quotes, children must be appropriately supervised by a parent or responsible household member at all times. Contractors must not enter or work in any room or area where a child is present without adult supervision.

If a child enters a work area, the contractor will ask the responsible adult to supervise the child or remove them from the area. If this cannot occur, the contractor may suspend works and leave the property. This requirement is to ensure the safety of children, tenants and contractors.

18.4 Types and Priority Levels for Repairs and Maintenance

Repairs are prioritised as follows:

Emergency	<p>These are repairs that pose an immediate risk to safety, health or the security of the property and must be reported immediately:</p> <ul style="list-style-type: none"> ○ Serious storm or natural disaster damage (contact the SES where appropriate) ○ Complete power failure or dangerous electrical fault ○ Burst water pipes or serious water leaks causing flooding ○ Sewer overflow ○ Gas leaks (contact your gas provider immediately) ○ Complete failure of an essential household service such as hot water, cooking, heating or cooling ○ Serious roof leaks ○ Faults that make the property unsafe or insecure ○ Broken fixtures or appliances causing significant water wastage <p>Where relevant, Council or utility providers may need to be contacted (for example, issues on the street side of a water meter).</p>
Urgent	<p>These are issues that require prompt attention but are not immediately dangerous, including:</p> <ul style="list-style-type: none"> ○ No hot water due to a pilot light or restart issue ○ Smoke alarms not functioning at all ○ Blocked toilet (where sewage is not overflowing) ○ Minor but worsening drain blockages ○ Minor water leaks or tap leaks ○ Entry door or lock issues that may affect security ○ Cracked windows where the glass may fail

	○ Toilet cistern leaks
Non-urgent	General maintenance issues that are not urgent but should be addressed before they become more serious.
General	Minor maintenance issues that cannot wait for planned works but do not pose immediate risk.
Planned	Planned upgrades and improvements such as kitchens, bathrooms, fencing and major works. These are the responsibility of the Cooperative and are scheduled as part of long-term asset planning.

18.5 Reporting repairs and maintenance issues

To report any repair or maintenance issue, contact the Cooperative on 0429 206 632 during business hours, or by SMS or email.

General maintenance and non-urgent repairs should be reported to the Cooperative during business hours. This includes matters such as:

- appliance faults (for example ovens, cooktops or non-essential lighting)
- minor leaks or dripping taps
- blocked drains not causing internal overflow
- general wear and tear
- intermittent or minor hot water issues where there is no safety risk
- any matter that does not pose an immediate risk to safety, property, or habitability.

After-hours emergency contacts are available only for emergency and urgent repairs, in accordance with the Residential Tenancies Act 2010 (NSW).

After-hours periods are:

- Monday to Thursday: 5.00 pm to 9.00 am
- Friday, Saturday, Sunday and public holidays: all day.

Emergency or urgent repairs are situations that pose an immediate risk to safety, may cause significant damage to the property, or make the premises unsafe or uninhabitable. Examples include:

- electrical hazards or complete loss of electricity
- burst water services or major flooding
- serious gas or plumbing hazards
- a blocked or broken toilet where it is the only toilet
- no water supply
- complete failure of the hot water system
- severe storm, fire, or impact damage
- situations where the property cannot be safely secured.

The Cooperative's after-hours emergency contacts are:

Electrical emergencies – Peter Norris: 0411 678 061

Plumbing emergencies – Jimmy Edlington: 0406 663 158

If an emergency or urgent repair is required outside business hours and the after-hours contacts cannot be reached within a reasonable time, tenants may arrange emergency repairs as permitted under the Residential Tenancies Act.

Tenants must notify the Cooperative as soon as possible and provide details of the issue, who attended, the outcome, and any receipts or invoices.

18.6 Responsibility for Repairs and Maintenance

The cost of repairing damage, blockages, breakages or defects in and around the property is generally the tenant's responsibility where the issue is caused by the tenant, a household member or a visitor, and is not the result of fair wear and tear.

The table below explains the usual responsibilities of tenants and the Cooperative. These responsibilities are subject to the Residential Tenancies Act 2010 and will always be applied reasonably and fairly.

Tenants' Responsibility	Cooperative's Responsibility
<ul style="list-style-type: none"> • Day-to-day care and cleaning of the home • Keeping private lawns, gardens and outdoor areas reasonably maintained • Repairing damage caused by misuse, negligence or deliberate actions, including damage to: <ul style="list-style-type: none"> ○ walls, doors and windows ○ floor coverings ○ fittings, fixtures and window treatments • Clearing blocked drains where the blockage is caused by misuse, such as inappropriate items being flushed or poured down drains • Electrical fuses or circuits damaged due to faulty or inappropriate electrical appliances supplied by the tenant • Replacement of lost or unreturned keys • Replacement of light globes • Pest control 	<ul style="list-style-type: none"> • Non-urgent repairs not caused by tenants, household members or visitors • Urgent repairs and the repair or replacement of essential services, including: <ul style="list-style-type: none"> ○ hot water ○ cooking facilities ○ gas ○ electricity ○ water supply • Repairs resulting from fair wear and tear • Planned upgrades, including: <ul style="list-style-type: none"> ○ kitchens and bathrooms ○ floor coverings ○ painting • Structural repairs • Maintenance of common property areas, including: <ul style="list-style-type: none"> ○ letterboxes ○ driveways ○ sewerage and stormwater systems

Tenants must not paint, renovate, alter or install fixtures or fittings at the property without the Cooperative's prior written approval. This includes internal or external painting and any external attachments or alterations to the property.

If there is any uncertainty about responsibility for a repair, tenants are encouraged to contact the Cooperative. Each situation will be assessed on its individual circumstances, and decisions will be explained clearly.

18.7 Requests for Repairs and Maintenance

Tenants should report maintenance issues as soon as they become aware of them.

If repairs or maintenance are needed, please contact the Cooperative as soon as possible within office hours (see 18.5). Delays in reporting issues may result in further damage, and tenants may be responsible for costs where damage has occurred because a problem was not reported in time.

Do not contact tradespeople directly unless the issue is an emergency or urgent repair, and you have tried but been unable to contact the Cooperative or the after-hours emergency contacts within a reasonable time.

When reporting a repair or maintenance issue, please provide:

- your name and address
- a contact phone number
- a clear description of the problem
- whether the issue has been reported before
- suitable times for a tradesperson to attend

When a request is received, the Cooperative will:

- assess the issue and determine whether it is emergency, urgent, routine or planned
- advise you of the expected timeframe
- arrange for an approved tradesperson to contact you to organise access.

Tenants must allow reasonable access to the property for contracted tradespeople during normal business hours (8.30 am – 5.00 pm) to assess and/or carry out identified maintenance. Wherever possible, access will be arranged at a mutually convenient time.

Under normal circumstances, staff and contractors will not enter the property unless the tenant is present. If this is not possible, alternative access arrangements may be agreed in advance.

For properties managed by the Cooperative on behalf of another owner, tenants should still contact the Cooperative. The Cooperative will either arrange the repair or refer the request to the property owner.

Please treat all contractors with courtesy and respect. If you have concerns about a contractor, the quality of work, or excessive delays in having work done, let the Cooperative know so the issue can be addressed.

18.8 Tenant Damage

Tenants are responsible for damage caused to the property by themselves, household members or visitors, beyond fair wear and tear.

If something is broken or damaged, please report it to the Cooperative as soon as possible. The Cooperative can help arrange repairs and discuss how costs will be managed. Where appropriate, a payment plan may be offered.

18.9 Property Inspections

The Cooperative carries out regular property inspections to:

- check the condition of the property
- identify maintenance needs
- ensure tenancy obligations are being met

Inspections are also an opportunity for tenants to raise any concerns about their home or tenancy.

Inspections will be arranged in accordance with the Residential Tenancies Act, and wherever possible at times that are convenient for tenants.

Tenants are expected to present the property in a clean and tidy condition and to cooperate respectfully with staff and contractors during inspections.

18.10 Smoking

Smoking inside the premises is not permitted.

Smoking indoors causes damage, creates health risks, and breaches the tenancy agreement. If smoking inside the premises is identified during inspections or through other evidence, it may be treated as a serious breach of the tenancy.

Smoking is permitted outdoors only where it does not cause nuisance, health impacts or discomfort to other residents. This includes ensuring smoke does not drift into neighbouring homes, common areas or enclosed spaces.

18.11 Maintenance Timeframes

The Cooperative aims to respond to maintenance requests as promptly as possible. Timeframes may vary depending on the nature of the issue, contractor availability and external factors.

The following timeframes are a guide only. The Cooperative will keep tenants informed where delays occur.

Type of repair	Description	Timeframe
Emergency and Urgent	Loss of essential services (water, hot water, electricity, gas), safety or security risks	As soon as possible, usually within 24 hours
Routine	Repairs where something has broken but there is no immediate risk	3 to 10 days
Non-Urgent	Issues with no immediate safety or security impact	Usually within 21 days or when the contractor is available
Cyclical	Smoke alarms, gutter cleaning and similar scheduled items	Annually and/or as scheduled
Planned	Major works such as painting or flooring replacement	As per Asset Management Plan

18.12 Solar Panels

Some properties have solar panels installed.

During normal daytime operation, you may see green or orange blinking lights on the inverter. This is normal and shows the system is operating and connected.

If you notice red lights or fault codes on the inverter, this indicates a problem. Please contact the Cooperative as soon as possible. In many cases, the issue can be resolved quickly, either over the phone or by arranging a technician to attend.

Red warning lights are not normal during daylight hours and should always be reported.

18.13 Reverse cycle split air-conditioning units

If your home has a reverse-cycle split air-conditioning unit, you can help reduce moisture and mould, particularly in winter, by:

- using the “dry” mode, which removes excess moisture from the air
- ensuring some ventilation, such as leaving a window slightly open where appropriate

Air filters should be cleaned every three (3) months, or more often if the unit is used frequently. Clean filters:

- improve air quality
- help the unit work efficiently
- reduce mould and maintenance issues

Dirty filters restrict airflow, increase energy use, and may lead to avoidable repairs.

18.14 Fire Safety, Smoke Alarms and Keeping Your Home Safe

Your safety, and the safety of everyone living in or visiting our properties, is very important to the Cooperative. We all share responsibility for reducing fire risks and keeping homes safe, healthy and accessible.

18.14.1 Fire safety responsibilities

Tenants must take reasonable care to ensure their home does not become a fire risk. This includes:

- keeping exits, hallways and doorways clear
- not blocking access to kitchens, heaters, power points or appliances
- safely storing belongings so they do not increase fire risk
- using appliances correctly and safely
- reporting hazards or safety concerns as soon as possible.

The Cooperative is responsible for maintaining the property so it meets fire safety standards, including smoke alarms and essential services.

18.14.2 Smoke Alarms

Smoke alarms are a critical safety feature.

Under NSW law and your Residential Tenancy Agreement:

- the Cooperative installs and maintains smoke alarms in line with legislative requirements
- smoke alarms are replaced at least every ten (10) years
- tenants must not remove, disable or interfere with smoke alarms unless there is a reasonable excuse

If a smoke alarm is triggered by cooking or steam, do not remove the battery or disable the alarm. Please contact the Cooperative so the alarm can be checked. In some cases, the alarm may be repositioned or replaced with a more suitable type.

All smoke alarms in Cooperative properties are hard-wired and have lithium backup batteries.

If an alarm starts to beep or chirp (for example, indicating a low battery or fault), please contact the Cooperative so it can be attended to promptly.

18.14.3 Excessive Possessions, Clutter and Hoarding

The Cooperative understands that people live differently and that belongings can have personal meaning. However, too many possessions or excessive clutter can create serious safety risks.

18.14.3.1 *What we look at*

The Cooperative does **not** diagnose medical conditions and does not require tenants to provide a diagnosis. Instead, we focus on:

- what can be seen
- whether areas of the home can be used safely
- whether clutter creates fire, health or access risks.

Examples of risks include:

- blocked exits or hallways
- items stacked near heaters, stoves or power points
- reduced access for emergency services
- increased risk of fire, pests or hygiene issues.

18.14.3.2 *Identification and discussion*

Concerns may be identified through:

- routine inspections
- reports from tenants, neighbours or staff.

If concerns are identified, the Cooperative will:

- speak with the tenant respectfully and privately
- clearly explain the safety risks
- work with the tenant to agree on reasonable steps to reduce those risks.

18.14.3.3 Support and early intervention

The Cooperative's first response is always **supportive, not punitive**.

Where appropriate, and with the tenant's consent, the Cooperative may:

- assist the tenant to create a plan to reduce risks
- allow reasonable timeframes for progress
- refer the tenant to suitable support services.

The aim is to help tenants **stay safely housed**, while also meeting legal health and safety obligations.

18.14.3.4 Breaches and escalation (last resort)

Tenants are required under their Residential Tenancy Agreement to keep their home reasonably clean, safe and free from hazards.

If serious safety risks:

- are identified, **and**
- are not addressed within agreed timeframes, **and**
- continue to place people or property at risk,

the Cooperative may need to take formal action.

This may include:

- issuing a breach notice
- requiring specific actions to be taken
- applying to NCAT if necessary.

Any enforcement action will:

- be proportionate
- take individual circumstances into account
- comply with the Residential Tenancies Act 2010
- be used only where safety cannot otherwise be managed.

18.14.3.5 Our commitment

The Cooperative is committed to:

- working with tenants early
- communicating clearly and respectfully
- balancing safety, fairness and compassion
- meeting its legal obligations while supporting tenant wellbeing

If you are worried about fire safety, clutter, or anything that may affect your ability to stay safely in your home, please contact the Cooperative as early as possible. We are here to help.

19 MODIFICATIONS AND ALTERATIONS

19.1 Changing Needs

The Cooperative understands that people's needs can change over time due to age, disability, injury or health issues.

If your needs change, we will work with you to explore the most appropriate options. This may include:

- additional support services, or
- making reasonable changes to your home so it continues to meet your needs.

In some cases, the Cooperative may ask for an aged care assessment, medical letter, or occupational therapist report to help us understand what changes are required and whether they are suitable for the property.

19.2 Tenant-initiated changes

Tenants may wish to make changes to their home to improve comfort, safety or functionality. Some changes do not need permission, while others must be approved in writing before any work starts.

The Cooperative will not unreasonably refuse consent for reasonable requests, but permission is required to protect:

- safety,
- building integrity,
- other residents,
- insurance and legal compliance.

19.3 Changes That Usually Do Not Need Permission

You do not need permission for normal day-to-day care or very minor changes, such as:

- mowing lawns and basic gardening
- weeding and pruning plants (but not trees)
- replacing pot plants
- putting up a reasonable number of internal picture hooks
- connecting NBN or pay television (where no structural work is required)

If you are unsure whether something is "minor", please check with the Cooperative first.

19.4 Changes That Do Require Written Permission

You must get written approval from the Cooperative before starting work if the change involves:

- drilling, fixing or attaching items to walls, ceilings or floors
- electrical, plumbing or gas work

- installing air-conditioning, ceiling fans or fixed appliances
- changes to doors, windows, flooring, paint or wall finishes
- digging, excavation or drainage work
- retaining walls, sleepers, paving, concrete or bricks
- fences, sheds, pergolas, carports or awnings
- security devices, lighting or cameras
- any external attachment, fixture, installation or change to the property.

Approval is required **even if you are paying for the work yourself**.

19.5 Requests that will usually be refused

The Cooperative will generally refuse requests that would:

- involve structural changes
- require development or building approval that has not been obtained
- breach laws, Council requirements or strata rules, including pruning and removing tree
- permanently alter the property or cannot be easily reversed
- be inconsistent with the type or location of the property
- pose safety, privacy or insurance risks

19.6 Permission Form – Required

If permission is required, you must:

- complete the Tenant Permission Form – Additions, Modifications and Landscaping
- provide plans, photos or details if requested
- wait for written approval before starting any work

Approval may include conditions (for example, use of licensed trades, safety measures, or reinstatement requirements).

Do not start work until written approval is given.

19.7 Costs, Responsibility and Reinstatement

- Changes approved by the Cooperative are generally at the tenant's cost, unless agreed otherwise in writing.
- You are responsible for:
 - safety during the work
 - any damage caused
 - ongoing maintenance of approved additions
- Unapproved work may need to be removed and the property restored at your cost.
- When you move out, you may be required to remove approved additions and restore the property, unless the Cooperative agrees they can stay.
- If the Cooperative paid for a modification, it must not be removed without written consent.

19.8 Breach of Agreement

If a tenant makes changes without approval, this is a breach of the Residential Tenancy Agreement. The Cooperative may:

- require the work to be reversed, and/or
- apply to NCAT for orders to restore the property or enforce the agreement.

19.9 Do I Need Permission?

Tenant Flowchart – Property Changes, Additions & Landscaping

Use this flowchart before starting any work at your home.

If you are unsure at any point, stop and contact the Tenant and Property Manager.

STEP 1 – ARE YOU PLANNING TO CHANGE ANYTHING?

- No → No permission needed
- Yes → Go to Step 2

STEP 2 – IS IT ONLY ROUTINE CARE OR MAINTENANCE?

Examples:

- mowing lawns
- weeding
- pruning plants
- replacing pot plants
- Yes → No permission needed
- No → Go to Step 3

STEP 3 – IS IT SOFT LANDSCAPING ONLY?

Soft landscaping includes:

- planting flowers, shrubs or small plants
- adding soil, mulch, tanbark or pebbles

Rules:

- no digging near services
- no retaining walls or structures
- garden levels raised no more than 300mm
- no pruning or removing trees
- Yes → Permission usually not required
- No / Not sure → Go to Step 4

STEP 4 – DOES IT INVOLVE ANY OF THE FOLLOWING?

- drilling, fixing or attaching items to walls, ceilings or floors
- electrical, plumbing or gas work
- digging, excavation or drainage works
- retaining walls, sleepers, paving, concrete or bricks
- fences, sheds, pergolas, carports or awnings
- air-conditioning, ceiling fans or fixed appliances
- changes to doors, windows, flooring or paint
- security devices, cameras or lighting

Yes → Permission is required → Go to Step 6

No → Go to Step 5

STEP 5 – IS IT A SMALL, MINOR CHANGE?

Examples:

- a small number of internal picture hooks
- temporary internal fixtures that do not damage walls
- non-structural safety items

Yes → Check with the Tenant and Property Manager first

No / Not sure → Permission is required → Go to Step 6

STEP 6 – APPLY FOR PERMISSION

You must:

- complete the Tenant Permission Form – Additions, Modifications and Landscaping
- provide plans, photos or details if requested
- wait for written approval before starting work

Approval may include conditions.

IMPORTANT REMINDERS

Do not start work until you receive written approval.

Unapproved works may need to be removed at your cost.

You are responsible for safety, repairs and ongoing maintenance.

Work must comply with Council noise hours and safety rules.

STILL UNSURE?

Contact your Tenant and Property Manager on 0429206632 before doing anything.

It's always better to check first.

20 PROPERTY CARE

Looking after your home helps keep it safe, comfortable and pleasant for everyone. The following tips will help you care for the property during your tenancy:

- Clean the inside of the property regularly
- Keep the property, including front and back yards, free of rubbish
- Mow and maintain lawns regularly
- Keep gardens neat and, where water restrictions allow, water plants
- Sweep paths, driveways and paved areas regularly
- Remove mould from walls and tiled areas as soon as it appears.

20.1 Common Areas

Common areas are shared spaces and must be kept safe, accessible and tidy for everyone's use and enjoyment. This includes, but is not limited to, common driveways, walkways, gardens, lawns, letterbox areas, bin areas and other shared facilities.

Tenants are expected to:

- **Keep common areas clean and free of clutter**, including removing newspapers, junk mail and personal items and disposing of them appropriately.
- **Use common driveways safely**. Common driveways must remain clear at all times and are not to be used for parking, storage or long-term stopping. Vehicles parked in common driveways create safety risks, restrict access and may delay emergency services.
- **Be mindful of children and pedestrians**. Children live and play within the complexes, and all residents and visitors must drive slowly and cautiously through shared areas.
- **Respect shared spaces**. Do not leave furniture, personal belongings, bikes, toys or other items in walkways, stairwells or shared areas where they may obstruct access or create trip hazards.
- **Respect letterbox areas**. Letterbox areas are not play areas. Children should be supervised and kept away from these spaces. Do not interfere with, remove or handle other residents' mail. Interfering with mail is a serious offence.
- **Do not interfere with common property infrastructure**, including irrigation systems, taps, garden timers, lighting, drainage or other fixtures installed for shared use. Tampering with these systems can cause damage, water waste or service disruptions.
- **Care for common gardens and lawns**. Do not remove plants, alter garden beds, adjust or damage irrigation, or add items to common gardens without the Cooperative's written approval.
- **Dispose of waste correctly**. Do not place rubbish, bulky items or unwanted goods in common areas or bin enclosures.

Failure to comply with these expectations may result in requests to remove items, repair damage, or formal action under the Residential Tenancy Agreement where safety, access or amenity is affected.

20.2 Garden Care

Tenants are responsible for maintaining private garden areas, including:

- watering plants (in line with water restrictions)
- mowing lawns
- removing weeds and garden debris.

Trees must not be pruned or removed without the Cooperative's written approval. (Council approval may be required before trees are lopped or removed).

If you are away from the property for an extended period, please arrange for gardens and lawns to be maintained during your absence.

The Cooperative is responsible for maintaining shared or common garden areas. If you live in a unit complex with a fenced or enclosed private garden area, that enclosed space is your responsibility.

Keeping unregistered, undriveable vehicles or car parts on the property is not permitted, except in short-term or emergency situations where a vehicle is awaiting repair and where approval has been given.

20.3 Water Use and Water-Wise Practices

The Cooperative currently pays for water use at its properties. To help keep rents Water Use and Water-Wise Practices

The Cooperative pays for water usage and expects all tenants to use water responsibly and follow water-wise practices. This helps keep housing affordable for everyone and prevents damage to properties and common areas.

Gardens should only be watered **before 9:00 am or after 6:00 pm**, when evaporation is lowest. In most cases, lawns and garden beds only need watering **once or twice per week**, depending on the season, weather, and type of plants. Over-watering is unnecessary and wasteful.

Tenants must ensure water is used carefully and must:

- avoid watering during the middle of the day or in hot, windy conditions
- stop watering if water begins to pool or run off onto paths, driveways, or common areas
- use mulch where possible to retain moisture
- use trigger nozzles or watering cans rather than leaving hoses running.

To prevent excessive water use, the following are **not permitted**:

- swimming pools (including inflatable or above-ground pools)
- slip-and-slides or similar water play equipment
- unattended sprinklers or irrigation systems.

Tenants must report water leaks immediately, including:

- running or leaking toilets
- dripping taps
- taps that are hard to turn off
- any unexplained increase in water use.

Prompt reporting helps prevent water waste, property damage, and unnecessary costs.

Tenants may be responsible for damage or excessive water use where excessive water use has been identified, and/or a problem was not reported within a reasonable time.

20.4 Builder's Warranty (New properties)

Newly built properties are covered by a builder's warranty and defect liability period.

During this time:

- non-urgent defects will be referred to the builder, and
- repairs may take some time to be completed.

Items not covered by the builder's warranty will be managed in line with the Cooperative's Repairs and Maintenance Policy.

20.5 Rubbish, Recycling and Kerbside Pick-Ups

Tenants must use the correct rubbish and recycling bins, as required by Queanbeyan-Palerang Regional Council (QPRC). Council generally will not collect rubbish placed in boxes or loose piles.

If your bin is lost, damaged or stolen, tenants must arrange and pay for a replacement directly with Council.

Leaving items on the roadside without Council approval is considered **illegal dumping** and can result in fines of more than \$2,500.

For full details on:

- bin services,
- replacements,
- kerbside clean-ups,
- illegal dumping, and
- waste and recycling rules,

tenants should refer directly to QPRC's website:

<https://www.qprc.nsw.gov.au/Waste-Environment-Sustainability/Waste>

20.5.1 Kerbside Clean-Ups

Single-dwelling properties with individual bins

- Each household is entitled to **two free clean-ups per year**
- Bookings must be made by calling Council on **1300 735 025**
- Council will provide a sticker that must be clearly visible
- Items must not be placed out earlier than advised

Multi-unit dwellings with shared bins

- Two scheduled clean-ups per year (usually March and September)
- Council will notify tenants by mail, or dates can be confirmed by calling Council

Items must:

- be able to be lifted by two people
- be presented neatly
- be limited to one trailer load per collection
- include no more than one mattress (or one mattress and base), unless arranged at additional cost

Council will not collect certain items, including hazardous materials, building rubble, batteries, asbestos, chemicals, green waste and large car parts. Tenants should confirm details when booking.

20.6 Car Parking and Vehicle Guidelines

To keep the community safe, accessible, and pleasant for all residents, tenants and visitors must comply with the following vehicle and parking requirements.

Parking

- Each complex generally has two allocated car spaces per household.
- If additional parking is required, tenants must use street parking or, where available, nearby public parking areas. Tenants are responsible for where visitors park.
- Vehicles must be parked only in designated parking spaces. Parking on nature strips, lawns, common driveways, fire access areas, or shared grassed areas is not permitted, except briefly for visitors or tradespeople actively attending the property.

Unregistered or Undriveable Vehicles

- Unregistered, undriveable, or unsafe vehicles are not permitted on Cooperative property unless **written approval** has been provided while repairs are being arranged.
- Vehicles awaiting repairs must not pose a safety risk, create visual clutter, or interfere with access to common areas.

Noise and Vehicle Use

- Tenants must be mindful that excessive vehicle noise can interfere with other residents' quiet enjoyment of their homes.
- Revving engines, prolonged idling, sounding horns, or repeated starting of vehicles should be kept to an absolute minimum, particularly early in the morning, late at night, or near neighbouring dwellings.
- If a vehicle is unusually noisy (for example due to exhaust, engine, or mechanical faults), tenants are expected not to start or idle the vehicle within the complex where the noise may disturb others.
- Where possible, tenants should park the vehicle outside the complex and arrange repairs as soon as practicable.

Driving in the Complex

- Vehicles must always be driven slowly within the complex.
- Children live and play within these communities. Drivers must always give priority to pedestrian safety.

21 ENDING YOUR TENANCY

21.1 When a tenant ends a tenancy

A tenancy can end in a number of ways. In most situations, ending a tenancy requires written notice. The amount of notice needed depends on who is ending the tenancy and the reason for doing so.

Unless stated otherwise, all notices must be given in writing to the Board of Directors through the Cooperative.

Situation	Notice period (Minimum)
Tenant ends tenancy at the end of a fixed-term agreement	14 days' notice
Tenant ends tenancy after the fixed term has ended (periodic agreement)	21 days' notice
Tenant or the tenant's dependent child is experiencing domestic violence	Immediately (by giving a domestic violence termination notice to the Landlord and any co-tenant)

Tenants are encouraged to speak with the Cooperative as early as possible if they are considering ending their tenancy, especially if there are personal, health, or safety issues involved.

21.2 When the Cooperative ends a tenancy

The Cooperative may issue a Notice of Termination in limited circumstances and only in accordance with the Residential Tenancies Act 2010 (NSW).

Situation	Notice period (Minimum)
Tenant is in breach of the agreement, including being 14 days or more behind in rent	14 days' notice
At the end of the fixed term agreement (no breach)	30 days' notice
Periodic tenancy (after fixed term has ended) in certain circumstances	90 days' notice
End of tenancy to address serious risks to the safety of the tenant or others	Shorter notice may apply, as allowed by law

All termination decisions are made lawfully and fairly, and tenants have the right to seek advice or challenge a termination through the NSW Civil and Administrative Tribunal (NCAT).

21.3 What a Notice of Termination must include

A Notice of Termination must:

- be in writing
- be signed and dated
- be properly addressed
- clearly state the termination date (the day the tenancy ends).

21.4 Leaving after a termination notice

If the Cooperative issues a Notice of Termination, the tenant may choose to leave at any time after receiving the notice, without giving their own notice.

In this case:

- rent is only payable up to the day the tenant moves out
- the tenancy ends when the tenant has:
 - vacated the property
 - returned all keys
 - left the property in a clean and tidy condition.

21.5 Condition of the property when leaving

When a tenancy ends, the property should be returned in the same or similar condition as at the start of the tenancy, allowing for fair wear and tear.

Tenants should refer to:

- the Property Condition Report, and
- their Residential Tenancy Agreement,

to understand any repairs or cleaning they may be responsible for.

21.6 Need advice or more information?

Independent tenancy advice is also available from Tenants NSW. Contact details for your local Tenants' Advice Service are included in the Key Contacts section of this handbook.

21.7 Immediate Applications to NCAT (serious grounds)

In serious situations, the Cooperative may apply directly to the NSW Civil and Administrative Tribunal (NCAT) for an order to terminate the tenancy and take possession of the property without first issuing a Notice of Termination, as allowed under the Residential Tenancies Act 2010.

This may occur where the tenant, a household member or a visitor has caused or permitted:

- serious damage to the premises or to neighbouring or common property
- injury to the landlord, agent, contractors, neighbours, or other residents
- the use of the premises for illegal purposes; or
- serious or persistent threats, abuse, intimidation, or harassment of the landlord, agent, contractors, or neighbours.

NCAT will decide whether termination is appropriate based on the evidence provided.

21.8 Ending a Fixed Term Lease Early (Breaking a Lease)

The Residential Tenancies Act 2010 allows tenants to end a fixed-term tenancy early without penalty in certain circumstances, including where the tenant:

- accepts an offer of public housing
- permanently moves into an aged care facility
- was not told before signing the lease that the property would be sold
- is affected by a final Apprehended Violence Order (AVO) that excludes a co-tenant from the premises
- is experiencing domestic violence, or has a dependent child experiencing domestic violence.

In these situations, tenants generally need to give 14 days' written notice, unless the law allows immediate termination (for example, domestic violence). Rent is payable only up to the date the tenant hands back vacant possession of the property.

21.9 Death of a Tenant

On the death of a tenant, the tenancy may be ended at any time by the executor or legal representative of the estate, or by the Cooperative.

The estate is responsible for a daily occupation fee until vacant possession is returned. This fee is calculated by dividing the weekly rent by seven (7).

21.10 Hardship

Tenants or landlords may apply to NCAT to end a tenancy on hardship grounds. The Cooperative will act reasonably and in good faith where hardship is claimed.

21.11 Vacating the Property and Goods left behind

When a tenancy ends, tenants must remove all personal belongings and return the property in a clean and tidy condition, inside and outside, allowing for fair wear and tear. Unless otherwise agreed in writing, carpets must be professionally cleaned and a receipt provided to the Secretary.

If any items are left at the property after the tenancy ends, the Cooperative will deal with them in line with the Residential Tenancies Act 2010 (NSW).

21.12 General household goods

This includes furniture, appliances, clothing, vehicles and other personal items (other than personal documents).

- The Cooperative will make reasonable attempts to contact the former tenant or their nominated representative.
- A Notice of Disposal of Goods will be issued.
- Goods will be held for at least 14 days from the date of the notice.
- After this period, the Cooperative may dispose of, donate or sell the goods, as permitted by law.
- The Cooperative may charge a reasonable occupation or storage fee (up to the equivalent of 14 days' rent) if goods delay re-letting or require storage.

21.13 Personal documents

Personal documents include items such as:

- passports or birth certificates
- licences or identity cards
- financial documents
- photographs, medals or other items of personal or cultural significance
- These items will be kept for at least 90 days.
- If unclaimed, official documents will be returned to the issuing authority where possible.

21.14 Method of notice

Notice may be given:

- in writing to a forwarding address (if known),
- by email (if this is an agreed method of contact),
- in person or by telephone, or
- by placing a notice in a prominent position at the premises if the former tenant cannot be contacted.

Former tenants may arrange to collect goods during the notice period by contacting the Cooperative.

21.15 Storage and exceptional circumstances

In exceptional circumstances, such as serious illness, incarceration or family violence, the Cooperative may assist with short-term storage of goods at its discretion.

This support is not guaranteed, is not an entitlement, and will be considered on a case-by-case basis, taking into account cost, risk, and the availability of resources.

21.16 Sale of Rented Premises

The Cooperative will inform the tenant as soon as possible that the residential property is to be sold.

The Cooperative will:

- provide at least 14 days' notice before the first inspection, and
- work with the tenant to agree on reasonable inspection times.

Up to two inspection periods per week may be arranged, usually one weekday and one weekend time, unless otherwise agreed. The Cooperative will make reasonable efforts to minimise disruption and respect the tenant's right to quiet enjoyment.

22 FEEDBACK, COMPLAINTS AND APPEALS

The Cooperative is committed to fair, transparent and respectful decision-making. We welcome feedback and provide clear pathways for complaints and appeals so that issues can be raised and resolved appropriately.

22.1 Feedback

All feedback is welcome.

Feedback is one of the ways tenants, household members and stakeholders can have a say in how the Cooperative delivers its services. It helps us understand what we are doing well and where improvements may be needed.

Feedback may be:

- positive or negative
- given verbally or in writing
- provided to the Tenant and Property Manager, the Secretary, the Executive Committee or the Board of Directors.

Feedback must not be provided via social media.

When responding to feedback, you can expect the Cooperative to:

- acknowledge receipt within three (3) working days
- treat you fairly, respectfully and professionally
- uphold confidentiality wherever possible
- offer an interview or further discussion if additional information is required.

Providing feedback will not disadvantage you or affect your tenancy.

22.2 Complaints

If you are dissatisfied with the quality, standard or outcome of a service, decision or action taken by the Cooperative, you have the right to lodge a complaint and seek a resolution.

Complaints must:

- be lodged in writing
- be addressed to the Secretary, the Executive Committee or the Board of Directors
- use the Cooperative's Complaint Form (available on request).

Complaints must not be made via social media.

In responding to a complaint, you can expect the Cooperative to:

- acknowledge receipt within three (3) working days
- act confidentially, impartially and professionally
- treat you fairly and with respect
- assess the matter afresh, considering all available information
- review whether relevant legislation, policies and procedures were applied correctly and fairly
- assign an impartial manager who was not involved in the original matter
- offer you an interview if further information is required
- provide a written outcome within 20 days, or advise you if delays are unavoidable
- respect your right to have an advocate or support person involved.

Lodging a complaint with the Cooperative does not prevent you from also seeking advice or assistance through other channels, including:

- a Tenant Advice and Advocacy Service or Community Legal Centre
- the NSW Civil and Administrative Tribunal (NCAT), where relevant
- the Registrar of Cooperatives
- the Registrar of Community Housing Providers
- a local Member of Parliament.

For a copy of the Complaints Form or further information, please contact the Cooperative at karabarhousing@gmail.com or on 0429 206 632.

22.3 Appeals

If you are dissatisfied with a decision made by the Cooperative, you may lodge an appeal.

Appeals must:

- be lodged as soon as possible after the decision is made
- be submitted in writing
- include all relevant supporting documents or evidence
- use the Cooperative's Appeals Form (available on request).

Appeals are reviewed by the Executive Committee at its next scheduled meeting.

22.3.1 Appealable Decisions

The following decisions may be appealed:

Topic	Appealable decisions
Eligibility	<ul style="list-style-type: none">• eligibility for affordable housing• removal from the Cooperative's waiting list• reactivation of a closed application• eligibility of applicants classified as unsatisfactory or ineligible former tenants
Housing entitlement	<ul style="list-style-type: none">• term of the lease• entitlement to a new lease at the end of a fixed term• modifications or special dwelling features required due to medical needs or changed circumstances
Succession of tenancy	<ul style="list-style-type: none">• Eligibility for succession of tenancy• Outcome of succession of tenancy application
Recognition as a tenant	<ul style="list-style-type: none">• Eligibility for recognition as a tenant• Eligibility for a provisional lease
Matching and offering a property	<ul style="list-style-type: none">• Whether an offer of accommodation is considered 'reasonable' e.g. type, location, size
Transfer	<ul style="list-style-type: none">• Eligibility for transfer• Transfer due to locational need• Relocation for management purposes
Rent and Charges	<ul style="list-style-type: none">• eligibility for hardship provisions• rental subsidy assessment or cancellation• tenant charges (excluding matters already determined by NCAT)
Absence from dwelling	<ul style="list-style-type: none">• Approval of absence requests• Rent calculations during approved absences
Tenant charges	<ul style="list-style-type: none">• Charges at vacating a dwelling where not covered by NCAT orders• Charges for damage to property
Antisocial behaviour	<ul style="list-style-type: none">• Response to complaints of antisocial behaviour

22.3.2 Non-Appealable Decisions

The following decisions cannot be appealed:

- matters under the jurisdiction of other bodies (e.g. NCAT)
- the content of the Cooperative's policies
- decisions regarding requests for a specific dwelling
- decisions not directly related to the tenant
- matters unrelated to the provision of affordable housing (e.g. external support services).

22.3.3 Time limits for appeals

It is in the tenant's best interest to apply for a review of a decision as soon as possible after the original decision or first level appeal decision has been provided.

22.4 Compliments

The Cooperative welcomes compliments and positive feedback.

If you would like to formally recognise a staff member, board member or contractor, please let us know. Positive feedback helps us acknowledge good service and improve morale.

Compliments may be provided via phone, SMS, email, social media or through the “Contact Us” section of the Cooperative’s website.

23 PRIVACY

The Cooperative collects, uses, stores and discloses personal information only where necessary to carry out its functions and meet its legal obligations as a registered charity and community housing provider. In doing so, the Cooperative complies with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs).

The Cooperative is committed to managing personal information in an open, transparent and responsible manner. Records are stored securely in password-protected electronic systems or locked physical storage. Access is limited to authorised staff and office holders only.

Personal information is retained only for as long as required for lawful and operational purposes. For example, annual financial eligibility documents are stored electronically within the tenant’s file, and previous years’ documents are securely deleted or destroyed once updated information is received and verified.

The Cooperative will not share personal information with third parties unless:

- you have provided consent
- disclosure is required or authorised by law
- disclosure is necessary to prevent or lessen a serious threat to health or safety
- disclosure is required to administer your tenancy or provide housing services.

You may request access to your personal information at any time and ask for corrections if information is inaccurate, incomplete or out of date.

24 SUSTAINABILITY

The Cooperative is committed to sustainability in three key areas: environmental responsibility, organisational sustainability, and tenant wellbeing. Together, these help ensure safe, affordable housing now and into the future.

24.1 Environmental Sustainability

The Cooperative is committed to reducing its environmental impact and encouraging practical, everyday actions that support a healthier environment.

Tenants can help by:

- using recycling and green waste bins correctly
- reducing household waste where possible
- turning off lights and appliances when not in use
- using water wisely and complying with water restrictions
- watering gardens in the early morning or evening
- using energy-efficient appliances where possible
- participating in community initiatives such as Earth Hour.

Where available, the Cooperative invests in environmentally responsible features such as solar panels, water-efficient fixtures, and energy-efficient upgrades as part of its asset management and maintenance planning.

24.2 Organisational and Financial Sustainability

Since 1986, the Cooperative has provided safe, affordable housing to people on low to moderate incomes in the Queanbeyan region. Maintaining this service over the long term depends on careful financial management and responsible use of resources.

The Cooperative:

- operates as an independent, not-for-profit community housing provider
- does not receive ongoing government funding
- relies primarily on rental income and occasional donations
- follows responsible governance, financial oversight and asset management practices.

To support the sustainability of the Cooperative and the housing it provides, tenants are expected to:

- pay rent on time
- promptly communicate if financial difficulties arise
- take reasonable care of their homes and report maintenance issues early.

If a tenant is experiencing financial hardship, the Cooperative encourages early contact so support options can be discussed.

24.3 Tenant Wellbeing and Tenancy Sustainability

The Cooperative recognises that secure, stable housing is central to personal wellbeing and community safety.

We support tenancy sustainability by:

- providing clear information about rights and responsibilities
- maintaining open and respectful communication
- linking tenants with appropriate support services where needed
- working with tenants early if issues arise that may affect a tenancy.

Support may include referrals for:

- budgeting or financial counselling
- Centrelink or income-support navigation
- advocacy or community support services.

Our aim is to support tenants to maintain successful, long-term tenancies wherever possible, while balancing the safety, wellbeing and rights of all residents.

25 REPORTABLE INCIDENTS

In an emergency, always contact Emergency Services first by calling 000.

The Cooperative should be notified **after** emergency services have been contacted, unless doing so would put someone at further risk. The Cooperative will ensure the relevant government authority is notified (if applicable).

Description of incident	Notification requirements
Death of a tenant	Contact Emergency Services on 000 for Police and Ambulance Then notify the Cooperative via phone
Serious injury to a tenant	Contact Emergency Services on 000 for Police, Ambulance or Fire & Rescue Then notify the Cooperative via phone
Altercation between tenants resulting in physical harm	Contact Emergency Services on 000 for Police and Ambulance Then inform the Cooperative via email
Fire at the property	Contact Emergency Services on 000 for Fire & Rescue Then notify the Cooperative via phone
Storm damage to a property	Contact SES/Emergency Services (132 500) Then notify the Cooperative by phone
Gas leak or suspected carbon monoxide	Turn off gas if safe, leave the property immediately, contact your gas provider or 000. Then notify the Cooperative by phone
Domestic, family or sexual violence (actual or suspected)	Contact Police on 000 if immediate danger, or 131 444 otherwise. Then notify the Cooperative only if safe to do so.
Serious concern about the safety of a child (including exposure to violence, neglect or unsafe conditions)	Contact Police or DCJ Child Protection Helpline (132 111). Then notify the Cooperative by phone or email.
Breach of Security (break in or trespass)	Contact the Police (131 444) Then inform the Cooperative via email

26 NATURAL DISASTERS

26.1 Definition

A natural disaster may include bushfires, severe weather events, flooding. This section also relates to unnatural disasters such as terrorism and large-scale rioting.

26.2 Responsibilities

In any emergency situation, the Cooperative follows directions from the lead response agency(ies) and requires all tenants, household members and visitors to the Cooperative's properties to do the same.

26.3 Information/Communication

During an emergency it is important to keep up to date on what's happening in your area. Our emergency broadcaster is ABC Local Radio or ABC News 24.

NSW Emergency Service and Fire Service websites provide information on preparing your home for an emergency and emergency action plans.

Traffic Information: www.livetraffic.com

Fires Near Me: <https://www.rfs.nsw.gov.au/fire-information/fires-near-me>

27 KEY CONTACTS

If you are ever unsure who to contact, or whether something needs to be reported, please contact the Cooperative on 0429 206 632.

27.1 Emergency Contacts

In a life-threatening emergency, always contact Emergency Services first by calling 000. The Cooperative should be notified **after** emergency services have been contacted, unless doing so would put someone at further risk.

Service	Contact details	Notify the Cooperative
Emergency Police, Fire & Rescue, Ambulance	000	Police and Fire – Yes Ambulance – notify the Cooperative if the injury is related to the property, another tenant, or a safety issue within the complex.
Karabar Housing Cooperative	0429 206 632	karabarhousing@gmail.com
NSW State Emergency (SES)	132 500	Yes www.ses.nsw.gov.au
NSW Rural Fire Service	(02) 6128 0600	Yes www.rfs.nsw.gov.au
Queanbeyan and Palerang Regional Council (after hours emergency)	1300 735 025	Leaks on Cooperative property – Yes
Queanbeyan Police Phone	131 444	Yes – only for Cooperative-related matters
Poison Information Line	131 126	No

27.2 Support Services

These organisations are independent of the Cooperative.

Agency	Contact details	Purpose/ what they can help with
St Benedict's Community Centre - Annie's Place	6297 5331 21 Brigalow Street, Karabar (entrance off Anne Street)	Practical support with RentStart; Centrelink; meal and food parcels; brokerage, advocacy, crisis/transitional housing; referral to other support services including Legal Aid
Louisa Domestic Violence Centre	6298 0555 0414 946 544	Domestic violence support
Lifeline	131 114	24/7 crisis support
Mission Australia	0429 500 463	Financial counselling and budgeting
Responsible Gambling (GambleAware)	Gambleaware.nsw.gov.au 1800 858 858 www.gamblinghelponline.org.au	24/7 free confidential phone service/online chat that provides information, support and referrals when gambling is causing stress or anxiety.

27.3 Key Cooperative Contacts

These organisations are independent of the Cooperative.

Agency	Contact details	Purpose/ what they can help with
Australian Charities and Not for Profit Commission	https://www.acnc.gov.au/contact-us 132 262	The national regulator of charities. Registers and regulates Australia's charities and can investigate concerns about charities.
Community Justice Centres	www.cjc.justice.nsw.gov.au cjc@justice.nsw.gov.au	Community Justice Centres can assist with disputes including: <ul style="list-style-type: none"> • Pets • Children • Noise • Garbage • Unreasonable behaviour • Family disputes • Fences
NSW Civil & Administrative Tribunal (NCAT)	www.ncat.nsw.gov.au 1300 006 228	Oversees and deliberates on a range of matters including tenancy issues, building works and guardianship and administrative review of government decisions
NSW Fair Work Commission	https://www.fwc.gov.au/about-us 131 394	Implements the Fair Work Act
Registrar of Community Housing Department of Communities and Justice (NSW)	www.rch.nsw.gov.au registrar@faci.nsw.gov.au Phone: 1800 330 940	The Registrar of Community Housing monitors KHC's compliance with the National Regulatory Code as part of the National Regulatory System for Community Housing (NRSCH), which outlines the performance requirements that registered housing providers must adhere to.
Registry of Cooperatives (NSW Department of Fair Trading)	www.fairtrading.nsw.gov.au	Oversees the regulation of Cooperatives and makes sure the processes within Cooperatives are appropriate.

27.4 Other Contacts

Further services across NSW include:

Service	Contact details
Anti-Discrimination Board (NSW)	https://www.antidiscrimination.justice.nsw.gov.au Phone: 02 9268 5544
Australian Human Rights and Equal Opportunity Commission	www.humanrights.gov.au Phone: 1300 656 419
Beyond Blue	Phone: 1300 224 636
Centrelink	www.humanservices.gov.au/individuals/centrelink Phone: 136 240
Department of Communities and Justice	www.dcj.nsw.gov.au Phone: (02) 9825 7800
DCJ Child Protection Helpline	Phone: 132 111
Fires near me	https://www.rfs.nsw.gov.au/fire-information/fires-near-me (online only)
Housing Appeals Committee	www.hac.nsw.gov.au Phone: 1800 629 794
Homes NSW	www.dcj.nsw.gov.au/housing Phone: 1800 422 322
Legal Aid NSW/LawAccess NSW	www.legalaid.nsw.gov.au www.lawaccess.nsw.gov.au Phone: 1300 888 529
Mental Health Access Line (NSW):	Phone: 1800 011 511
National Relay Service NSW	https://internet-relay.nrscall.gov.au Phone: 1300 555 727
NSW Ombudsman	www.ombo.nsw.gov.au Phone: 1800 451 524
People with Disability Australia	https://pwd.org.au Phone 1800 422 015 1800 422 016 (TTY)
Queanbeyan and Palerang Regional Council (Garbage collection calendar)	https://apps.impactapps.com.au/qprc/calendar
RSPCA	www.rspcansw.org.au Phone: (02) 9770 7555
Rural Fire Service	www.rfs.nsw.gov.au Phone: 000 or 1800 679 737
Tenants NSW	www.tenants.org.au contact@tenantsunion.org.au Phone: 1800 807 225
Traffic Information	www.livetraffic.com (online only)
Translating and Interpreting Services	https://www.tisnational.gov.au/ Immediate phone interpreting (24 hours, every day of the year) Phone: 131 450 (within Australia)