

COMMUNITY DISABILITY HOUSING PROGRAM

SERVICE LEVEL AGREEMENT
BETWEEN

AND

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1. DEFINITIONS

Community Housing Organisation (CHO) (see also Housing Provider)

Any not for profit organisation incorporated under the Law of the Commonwealth of Australia or the State of Western Australia, or a Local Government, whose primary objective is to provide social housing or affordable housing to eligible persons on the joint wait list and is registered with the Housing Authority for that purpose.

Housing Authority (Department of Housing)

Refers to the Housing Authority as defined in the Housing Act 1980 (WA).

Housing Provider (see also CHO)

A not for profit organisation that manages a CDHP property leased from the Housing Authority. This may be a CHO, a local government authority or other not for profit agency.

Human Services Government Agency

Specialist Government Agencies (DSC, MHC and DAO) that fund or provide support services, to CDHP tenants.

Property

Means the Community Housing property owned by the Department of Housing listed in which is managed and maintained by the Community Housing Organisation under a Head Lease Agreement.

Support Provider (SP)

A not for profit organisation that provides support services to clients with support packages funded by the Human Services Government Agency.

Tenancy Agreement

Means the agreement between the _____ and the Tenant by which _____ grants a right to occupy the properties in accordance with the terms of this Agreement.

Tenant

The individual or individuals who occupy the property under a Tenancy Agreement.

RTA

Residential Tenancies Act

2. PURPOSE OF AGREEMENT

The purpose of this Service Level Agreement is to outline the understanding between the signatory agencies in relation to accommodation and support provided to clients under the Community Disability Housing Program (CDHP).

This agreement is a statement of the parties' intentions at the date this agreement is signed and is not intended to create a contractual relationship between the Parties or be legally binding. It is not intended that the agreement give rise to any legal relationship, rights, duties or consequences or be the subject of litigation.

It provides the framework by which the Parties will work together to meet the needs of clients who are supported through CDHP.

3. SUPPORT PROVIDER AGENCY

Support Provider	
Address	
Contact person	
Contact email	
Contact phone number	

4. COMMUNITY HOUSING PROVIDER

Community Housing Provider	
Address	
Contact person	
Contact email	
Contact phone number	

5. TERM OF AGREEMENT

This agreement will commence on the date in which the last party signed the SLA and will remain in effect until support and/or accommodation is no longer provided by either or both parties under the CDHP. Either Party may terminate this SLA by notifying the other Party in writing (see Termination of Agreement).

6. PARTIES RESPONSIBILITIES

6.1 Eligibility

The Housing Provider will be responsible for:

- Ensuring all applicants meet the eligibility criteria at the time their application is lodged by the Disability Services Commission or Mental Health Commission.
- All applicants remain eligible while occupying CDHP housing (refer to Interim Community Disability Housing Program Policy)

6.2 Applications

The Support Provider is responsible for:

- Liaising with HSGA to determine a suitable clients for the program

6.3 Allocations

The Housing Provider will be responsible for:

- Interview applicants prior to properties being allocated
- Advising them of their rights and responsibilities under the tenancy agreement
- Ensuring the individual or guardian where appropriate, has signed the relevant tenancy agreement and related documentation.
- Arranging for the client to move into the property
- Advising the support provider of the clients move in date and tenancy details

6.4 Rent Setting

Housing providers are responsible for:

- Setting rents commensurate with the *Community Housing Income and Asset Limits Policy* (June 2013)
- Reviewing rents on an annual basis in line with the *Community Housing Income and Asset Limits Policy* (June 2013)
- Identifying where tenants of non-government incorporated associations are eligible for a Commonwealth Rent Assistance payment through Centrelink so the tenant is not financially disadvantaged in any way.
- Ensuring live in carers are subject to rental charges as they are regarded as a member of a separate household to the tenant. This does not include circumstances where a paid staff member stays at the property on a sleep shift; and whose principal residence is elsewhere.

6.5 Tenancy Support

The Support Provider is responsible for supporting individual clients to sustain their tenancy. They are responsible for:

- Assigning a Support Worker to work with the client and the Housing Provider
- Developing and agreeing support plans with clients and overseeing their implementation
- Carry out regular support visits in line with the agreed support plan
- Regularly reviewing the support plan to ensure it is appropriate and adequate
- Liaise with Housing Provider where there are any identified tenancy management issues
- Advising the housing provider immediately if the support relationship ceases.

6.6 Property and Tenancy Management in line with the RTA

The Housing Provider is responsible for carrying out property and tenancy management in line with the RTA. There responsibilities include but are not limited to:

- Preparing and signing tenancy agreement with individual / or guardian
- Conducting ingoing and outgoing property condition report and contents inventory
- Carrying out at least one comprehensive property inspections of the property each year
- Organising maintenance as required
- Collecting rent and provide rental statements
- Following up on rent arrears, property damage and neighbourhood issues as required
- Breaching and Terminating Tenancies where necessary
- Paying rates, water rates and any other outgoing expenses associated with the property.

6.7 Vacant properties

The Housing Provider is responsible for:

- Notify the Department within 10 working days of a property becoming vacant
- Ensuring maintenance is carried out and property is ready to be let to the next tenant in line with agreed maintenance timelines.

7. Information Sharing

A strong relationship between both parties is fundamental in supporting CDHP tenants. Both parties agree to share relevant information to provide an effective service to clients of CDHP.

Information sharing will be required in (but is not limited to) the following circumstances:

- Where there are identified tenancy management issues
- Where the property is no longer suitable for the client to remain in
- Where housing or support staff are deemed to be at risk

8. Security of Information

Signatory agencies shall at all time take adequate measures to ensure the security of the data/information in relation to clients under CDHP.

While the participating agencies are to exchange information data/information in good faith, it does not guarantee the accuracy of the data/information.

Where the Data/Information is no longer required, participating agencies shall destroy or dispose of the Data/Information in accordance with the respective Departments retention and disposal schedule.

9. Disputes and Mediation

Disputes may arise at any time within the CDHP where both parties needs are not being met. It is expected that disputes will be resolved by the signatory parties. It is expected that both parties will fully exhaust all attempts at resolving the issues before seeking assistance from the relevant government departments.

In the event that a dispute cannot be resolved, the matter should be referred to the Contracts Manager at the Department of Housing to facilitate further discussions.

10. Termination

This Service Level Agreement may be terminated within the term of agreement by:

- Mutual agreement between two parties to this agreement.
- Either party giving not less than 30 days' notice in writing to the other.
- The Support Provider ceases its business or the provision of support services to the individual.
- The Housing Authority assumes control of the property.

11. Review date

This SLA is to be reviewed every year from the date of commencement or at any other time at the request of either party to the SLA.

12. Signatures

In the spirit of cooperation and collaboration in which this SLA has been entered into and with the mutual understanding that this is a voluntary working agreement, the following individuals acting on behalf of their respective organisations accept the terms and conditions stated in this SLA.

Signed on behalf of:

Housing Provider

Name

Signature

Date _____

Witnessed by:

Name

Signature

Date _____

Signed on behalf of:

Support Provider

Name

Signature

Date _____

Witnessed by:

Name

Signature

Date _____

