

# Application for the Endorsement of a Residential Tenancies Agreement by a Community Organisation

\*for use by a community housing organisation, a supported, crisis or transitional accommodation provider or a joint venture

ACAT File Number:

RE

ACAT use only

The Tribunal will consider the information provided in this application and any documentation attached and may make an order within 2 days of lodgement. If the Tribunal requires further information the contact officer nominated in the application will be contacted. Whilst an appearance before the tribunal may not be necessary, if you are required to appear before the Tribunal every effort will be made to hear the matter as soon as possible.

## DEFINITIONS

“**community housing organisation**” means a body corporate that:

- (a) provides long term accommodation affordable with respect to income and responsive to the accommodation needs of tenants; and
- (b) provides the opportunity for tenants to maximise control over their housing through various forms of tenant participation; and
- (c) is not carried on for the pecuniary profit or gain of its members.

“**supported, crisis or transitional accommodation**” means accommodation provided by a body corporate that:

- (a) has as its principal purpose:
  - (i) the provision of accommodation for persons in urgent need of accommodation; or
  - (ii) the provision of therapeutic, health, welfare or care related assistance or services to persons; or
  - (iii) the provision of accommodation for persons who are homeless; and
- (b) is not carried on for the pecuniary profit or gain of its members.

“**a homeless person**” has the same meaning as it has in section 4 of the *Supported Accommodation Assistance Act 1994* (Commonwealth).

“**joint venture**” refers to an arrangement where housing is provided by an organisation jointly with a community housing organisation or a supported, crisis and transitional accommodation provider.

## A. LESSOR DETAILS

Name:

Address:

Contact Officer or Agent:

Preferred Phone Number:

Alternate Phone Number:

Email:

## B. TENANT DETAILS

Name:

Address:

Contact officer or agent:

Preferred Phone Number:

Alternate Phone Number:

Email:

ADDRESS OF RENTAL PREMISES:

## C. DETAILS RELATING TO REPRESENTATION OR APPEARANCE BEFORE THE TRIBUNAL

The applicant organisation will be represented by the contact officer nominated in this application; or

The applicant organisation will be represented before the Tribunal (if necessary) by:

Who can be contacted at:

Address:

Preferred Phone Number:

Alternate Phone Number:

Email:

Times available:

If known please advise if the tenant/s will be represented before the Tribunal (if necessary) by any person or organisation:

**Who can be contacted at:**

**Address:**

**Preferred Phone Number:**

**Alternate Phone Number:**

**Email:**

**Times available:**

## **D. DETAILS OF THE CIRCUMSTANCES RELATING TO THE PROVISION OF ACCOMMODATION BY THE LESSOR**

Please provide details of the circumstances in which accommodation is available or is able to be provided by the lessor and in particular:

- the aims and objects of the community housing organisation or supported, crisis and transitional accommodation provider;
- the circumstances by which a person may obtain a right to occupy premises;
- any criteria which is applied to determine a person's suitability for accommodation; and
- any obligations imposed upon a tenant relating to these circumstances or criteria (for example, obligations to attend meetings, participate in a program or not engage in certain conduct).

## E. DETAILS RELATING TO PRIOR AGREEMENTS, CONSENT OR CONSULTATION WITH TENANTS

Please provide details relating to:

1. The terms of any agreement relating to the provision of accommodation between the lessor and tenants prior to the commencement of the *Residential Tenancies Act 1997*; or
2. The consent of the lessor and the tenant to the proposed terms or any consultation between the lessor and
  - (a) the proposed tenant ; or
  - (b) current tenants of the lessor or any organisation representing the interests of the tenants;

## F. DETAILS OF ARRANGEMENTS WITH OTHER ORGANISATIONS (if any)

In relation to a head lease or joint venture arrangement, please detail the nature of any obligations imposed by the lease or arrangement on the community housing organisation or the supported, crisis or transitional accommodation provider relating to the premises;

Please note:

**"head lease"** refers to an arrangement where housing is provided by a head lessor to a community housing organisation or a supported, crisis or transitional accommodation provider.

**"joint venture"** refers to an arrangement where housing is provided by an organisation jointly with a community housing organisation or a supported, crisis and transitional accommodation provider.

## G. DETAILS OF THE PROPOSED TERMS.

A copy of the proposed residential tenancy agreement should be attached to this application. Please identify clauses in the proposed agreement relating to:

(a) the form of the condition report;

(b) in the case of shared housing arrangements:

- the method by which the cost of services is allocated amongst tenants;

and/or

- the tenant's responsibility to take reasonable care of common areas adjacent to or part of the premises;

and/or

- the tenant's responsibility to ensure that common areas adjacent to or part of the premises are kept reasonably clean.

(c) the tenant's use of the premises and in particular the need to ensure the peace comfort and privacy of other tenants at the same premises;

(d) the tenant's capacity to change locks in an emergency;

(e) the imposition of rental rate increases in the first twelve months of the commencement of the tenancy and the frequency of rental rate increases thereafter;

(f) the limits upon the tenant's capacity to exclude persons (including the lessor) from the premises where such limitations are clearly stipulated (including the circumstances under which the lessor may enter the premises and any period of notice to be given to the tenant prior to entry by the lessor);

(g) the lessor's capacity to relocate the tenant where the circumstances under which any relocation may be effected are clearly stipulated;

(h) the period of notice to be given to a tenant to vacate the premises in specified circumstances, and the form of that notice;

(i) in relation to community housing organisations, any requirement that the tenant remain a member of the community housing organisation providing the accommodation;

(j) the specific circumstances in which a lessor may terminate an agreement for:

- any breach of the rules of the organisation providing the accommodation;

or

- any behaviour by which a tenant has intentionally or recklessly caused or permitted injury (or is likely to so cause or permit injury) to the employees or agents of the lessor or other tenants of the lessor.

(k) dispute resolution processes (any dispute resolution process should recognise that the ACT Civil and Administrative Tribunal is the final arbiter of any dispute);

(l) any other matter/s;

**SIGNED FOR AND ON BEHALF OF THE LESSOR BY:**

**Name and position within  
the lessor organisation:**

**Signature:**

**Date:**

**TENANT SIGNATURE:**

**Tenant signature:**

**Name of tenant:**

**Date:**

**Tenant signature:**

**Name of tenant:**

**Date:**

**Tenant signature:**

**Name of tenant:**

**Date:**