# Information statement for Specialist Disability Accommodation residents entering into or establishing a Specialist Disability Accommodation Residency Agreement

This Information statement accompanies your Specialist Disability Accommodation (SDA) Residency Agreement (your Agreement). Your Agreement sets out your rights and responsibilities in relation to your dwelling or room that is provided to you (the resident) by the SDA provider.

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| For the purposes of Part 12A of the *Residential Tenancies Act 1997*:  **SDA Residents** are people with a disability who:   * receive or are eligible to receive funded daily independent living support, and * reside or propose to reside in supported disability housing (including SDA enrolled dwellings or other permanent supported disability housing with similar characteristics).   SDA Residents can include:   * National Disability Insurance Scheme (NDIS) participants with SDA funding * NDIS participants without SDA funding but who receive funded daily independent living support, for example Supported Independent Living (SIL) funding or in home support funding * people with Transport Accident Commission (TAC) funding for daily independent living support * people with WorkCover funding for daily independent living support * people funded under the Disability Support for Older Australians program.   **SDA providers** are owners or leaseholders of SDA dwellings that are let under an SDA residency agreement or Residential rental agreement. SDA providers include:   * registered NDIS providers, whose dwellings are enrolled with the NDIA * registered NDIS providers or other providers of supported disability housing whose dwellings are not enrolled but are used to deliver funded daily independent living supports.   **SDA dwellings** include SDA enrolled dwellings and other permanent supported disability housing with similar characteristics. |

You must receive this Information statement at least **seven days** before you enter into or establish an Agreement. It is an offence for the SDA provider to fail to give you a copy of this Information statement.

The SDA provider must explain this Information statement and your Agreement to you in a language, mode of communication and terms you are likely to understand. If it will help you, the SDA provider must explain it orally and in writing.

You can ask for support from anyone or anything to help you understand your Agreement. You can ask a family member, carer, guardian, administrator, advocate or anyone else you choose, or the SDA provider can choose a support person for you if you haven’t chosen anyone. The SDA provider must also give a copy of this Information statement and Agreement to your support person.

It is an offence for the SDA provider to induce you into entering an Agreement by engaging in misleading or deceptive conduct.

## Establishing or entering into your Agreement

Your Agreement must be the standard form of SDA Residency Agreement prepared under Part 12A of the *Residential Tenancies Act 1997* (the Residential Tenancies Act).

It is an offence for an SDA provider to prepare an Agreement that is not in the standard form.

It is an offence under the Residential Tenancies Act for a person to misrepresent how the Act applies to you, misrepresent any of the terms of your Agreement, or misrepresent people’s rights and duties under your Agreement or the Act.

It is also an offence for a person to threaten or intimidate you, to persuade you not to exercise your rights or to persuade you not to take proceedings to enforce your rights.

If you are able, you must sign your Agreement and you must do so before you move into your dwelling or room. The SDA provider will also sign the Agreement. Some SDA providers may be represented by an agent, who will sign the Agreement on behalf of the SDA provider.

You should have a copy of your Agreement before you move in (and your guardian or administrator may have a copy).

The SDA provider must notify Consumer Affairs Victoria (CAV) within **14 days** of you establishing or entering into the Agreement.

## Additional terms

Your Agreement can include additional terms that you or the SDA provider request. These cannot take away any rights or duties you or the SDA provider have under Part 12A of the Residential Tenancies Act,or the *National Disability Insurance Scheme Act 2013* of the Commonwealth (NDIS Act) but can cover other matters that you might need to agree.

If any additional term changes or excludes, or tries to change or exclude, any of the provisions of the NDIS Act, rules or regulations, it is invalid.

If you find that an additional term of your Agreement is harsh or unconscionable, you can ask for it to be reviewed by the Victorian Civil and Administrative Tribunal (VCAT).

## Extending your Agreement

Your Agreement runs for a particular period up until the end date. However, it is automatically extended for the same period unless you or the SDA provider terminate it in accordance with the Residential Tenancies Act. It will keep being extended automatically for the same period over and over until it is terminated.

For example, if your Agreement begins on 1 September 2019 and runs for one year, its end date is 31 August 2020. If the Agreement is not terminated in accordance with Part 12A of the Residential Tenancies Act, it is automatically extended for another year until 31 August 2021. Again, if it is not terminated before or on that date, it will be automatically extended for another year until 31 August 2022.

## Electronic service

You can consent to electronic service of notices and documents in your Agreement. If your email address changes, you must immediately give written notice of your new email address to the SDA provider.

You can withdraw your consent to electronic service at any time, by giving written notice to the SDA provider.

## Your SDA provider and your daily independent living support provider

Your SDA provider provides your dwelling to you under your Agreement.

Your daily independent living support provider supports or supervises your daily tasks, so that you can live as independently as possible. Your daily independent living support provider is the person who assists you each day in your dwelling. You may have more than one daily independent living support provider. In some circumstances your SDA provider and your daily independent living support provider may be from the one organisation.

The *National Disability Insurance Scheme (Specialist Disability Accommodation Conditions) Rule 2018* (‘SDA Rule 2018’), made under the NDIS Act, requires that (where possible) your SDA provider has written arrangements with you and your daily independent living support provider(s) that:

* help everyone work together to ensure smooth delivery of services, and
* set out your rights and responsibilities, and the rights and responsibilities of your SDA provider and daily independent living support provider(s).

## Your duties

Your Agreement will state if you are the only resident in the SDA dwelling, or if there are multiple residents and you occupy a room in the SDA dwelling. It may also specify if there are any areas you cannot enter.

You should regard the dwelling or room as your home, and you have several duties as a resident which help to keep it as a home.

* You must pay your rent when it is due.
* You must maintain the dwelling so as not to cause a fire, health or safety hazard.
* You must not use the dwelling for an illegal purpose.
* You must not interfere with the safety of any other residents in the dwelling, or any staff at the dwelling.
* You must not get in the way of other residents using the dwelling as their home.
* You must not damage the dwelling.
* You must get the written agreement of the SDA provider before you install anything that cannot be easily removed without damaging the dwelling.
* You must not keep a pet without the agreement of the SDA provider and any other residents.

## Breach of duty notice

If you breach any of these duties the SDA provider can give you a Breach of duty notice. The notice will specify the breach, the loss or damage (if any) caused, and that you must fix the breach or pay compensation within the required time.

You cannot breach a duty if reasonable use of the dwelling, fair wear and tear, accidental damage, reasonable use of any aids or equipment, or any behaviour arising from your disability significantly contributed to the breach.

If you do not fix the breach or pay any amount to the SDA provider in compensation if requested to do so in the Breach of duty notice, the SDA provider can take you to VCAT for an order that you fix it or pay the compensation. VCAT may dismiss the application and declare the Breach of duty notice invalid if satisfied the SDA provider was not entitled to give you the notice.

## House rules

You must observe any house rules that the SDA provider has developed for residents living in the dwelling. If the SDA provider has house rules, they are attached to your Agreement.

House rules cannot take away any rights and duties you or the SDA provider have under Part 12A of the Residential Tenancies Act or under the NDIS Act. Any house rule that changes or excludes, or tries to change or exclude, any of the provisions of the Residential Tenancies Act or NDIS Act is invalid.

The SDA provider must explain the house rules in a language, mode of communication and terms you are likely to understand. If it will help you, the SDA provider must explain the house rules orally and in writing.

If the SDA provider updates the house rules, the SDA provider must provide you and any person providing you support listed in your Agreement with a copy of the updated house rules at least **14 days** before they come into effect. The SDA provider must also explain the updated house rules in a language, mode of communication and terms you are likely to understand. If it will help you, the SDA provider must explain the updated house rules orally and in writing.

Once the updated house rules have been implemented, they will replace any previous house rules, including the house rules attached to your Agreement.

## Repairs and maintenance

### Modifications

You cannot install any fixtures in the dwelling without the written consent of the SDA provider.

The SDA provider must install fixtures that are required to assist you in your daily living or proper use and enjoyment of the dwelling.

### Pets

You can keep a pet at the dwelling with the SDA provider’s consent.

The SDA provider must not unreasonably refuse to give consent to your request to keep a pet at the dwelling. An SDA provider may reasonably refuse to give consent to your request if:

* another resident living in the same dwelling has not consented to the keeping of the pet and has reasonable grounds for not consenting, or
* the pet would create a health and safety hazard if kept at the dwelling.

A pet means any animal other than an assistance dog within the meaning of the *Equal Opportunity Act 2010*.

### Non-urgent repairs

If something in the dwelling is broken, you can give the SDA provider written notice asking for it to be fixed. This can be a note or a letter.

If you need help dealing with repairs and maintenance, you can ask for someone else to talk to the SDA provider about it. This person can be a guardian, administrator, relative or anyone else you choose and who agrees to help you and is called your ‘chosen person’.

You or your chosen person can also ask that someone from CAV look at whether the SDA provider is maintaining the dwelling. However, before going to CAV you or your chosen person must first give the SDA provider written notice setting out what the problem is with the dwelling. If after **14 days** the SDA provider has not fixed the problem, you can go to CAV.

CAV will look at the problem and negotiate with the SDA provider to fix the problem and give a report to you and your chosen person.

After you receive the report you or your chosen person can apply to VCAT for a repairs order, but you must apply within **60 days** of receiving the report. Note, however, that CAV may decline to prepare a report if the issue is frivolous or vexatious and does not justify making a report.

If you or your chosen person have asked CAV to look at the problem and have not received a report from them after **90 days**, you or your chosen person can go to VCAT for an order that the SDA provider fix the problem.

### Urgent repairs

If something needs to be repaired urgently, you or your chosen person can ask the SDA provider straight away, and the SDA provider must arrange to fix it immediately.

An ‘urgent repair’ means any work necessary to repair or remedy:

* a burst water service
* a blocked or broken lavatory system
* a serious roof leak
* a gas leak
* a dangerous electrical fault
* flooding or serious flood damage
* serious storm or fire damage
* a failure or breakdown of any essential service or appliance provided for hot water, water, cooking, heating or laundering by the SDA provider
* a failure or breakdown of the gas, electricity or water supply to the dwelling
* an appliance, fitting or fixture provided by the SDA provider that uses or supplies water and that is malfunctioning in a way that results or will result in a substantial amount of water being wasted
* any fault or damage that makes the dwelling unsafe or insecure, including a pest infestation or the presence of mould or damp caused by the building structure, or
* a serious fault in a lift or staircase.

Remember that some urgent repairs cannot be fixed immediately, and the SDA provider may have to arrange for someone to fix it as soon as possible, but at least within two days. If the SDA provider does not do anything, you or your chosen person can go to VCAT to get an order that it be fixed.

## Can the SDA provider come into your room or dwelling?

The SDA provider or their agent can enter your room or dwelling, but only in specific situations. The SDA provider or their agent (and anyone the SDA provider needs to bring along) can enter your room or the dwelling without giving you prior notice if:

* you agree or, if there are multiple residents, all residents agree to the entry at the time entry is sought
* there is an emergency
* the SDA provider believes on reasonable grounds that it is necessary to protect your health or safety, or the health or safety of another resident or of any other person at the dwelling
* the SDA provider believes on reasonable grounds that you have abandoned the dwelling, or
* entry is necessary to undertake urgent repairs.

You can agree to the SDA provider or their agent (and anyone the SDA provider needs to bring along) entering your room or dwelling, but they must enter within **seven days** of getting your agreement. If you share the dwelling with other residents, each resident must agree that the SDA provider (and other persons that the SDA provider needs to bring along) can enter.

The SDA provider or their agent (and anyone the SDA provider needs to bring along) can enter your dwelling or room at any time between 8am and 6pm on any day (other than a public holiday) provided the SDA provider gives you the required notice. The SDA provider must give you at least:

* **24 hours**’ notice if entry is required to undertake maintenance or repairs
* **24 hours**’ notice if entry is to enable the SDA provider to carry out a duty under the Residential Tenancies Act or under any other Act
* **48 hours**’ notice if entry is to show the dwelling to a person who wishes to become a resident but only if before the SDA provider gave you notice that they propose to enter for that purpose, they gave you a Notice to vacate or you gave the SDA provider a Notice of intention to vacate the dwelling
* **48 hours**’ notice if entry is to show the dwelling to a person who wishes to purchase the dwelling
* **48 hours**’ notice if entry is to show the dwelling to a prospective lender and the dwelling is to be used as security for a loan
* **seven days**’ notice if entry is to allow the dwelling to be the subject of a valuation, or
* **seven days**’ notice if entry is to carry out a general inspection of the dwelling but only if the SDA provider or their agent has not entered and carried out a general inspection within the last **six months**.

If the SDA provider must give you notice that they are proposing to enter the dwelling or your room, the SDA provider can send you the notice by email, by post or handing it to you personally. The notice must state why the SDA provider or their agent (and anyone the SDA provider needs to bring along) needs to enter. If there are other residents in the dwelling, each resident must receive the notice.

If the SDA provider is showing the dwelling to another person who wishes to become a resident, the SDA provider can hold up to **two**, **one hour** long inspections a week (unless otherwise agreed with you and any other residents) and they can only do so in the last **21 days** before you move out.

If the SDA provider is showing the dwelling to another person who wishes to purchase the dwelling or use the dwelling as security for a loan, they can conduct up to two, one hour long inspections a week (unless otherwise agreed with you and any other residents). The SDA provider must notify you of the proposed sale at least **14 days** in advance and make reasonable efforts to negotiate the inspection times with you and any other residents. You are entitled to compensation of half a days’ rent for each inspection.

If the SDA provider wishes to conduct a general inspection, you must have resided there for at least **three months** before the SDA provider or their agent can conduct the general inspection.

If during the entry your goods are damaged, you can go to VCAT to get an order for compensation.

## Rent

You can only be asked to pay **30 days**’ rent in advance. You and the SDA provider can agree to pay the rent weekly, fortnightly or monthly in your Agreement.

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| **For NDIS SDA-eligible participant residents living in an SDA enrolled dwelling only**  If you are a NDIS SDA-eligible participant resident living in an SDA enrolled dwelling, the *National Disability Insurance Scheme (Specialist Disability Accommodation) Rules 2020* (‘SDA Rule 2020’), made under the NDIS Act, together with the *NDIS Pricing Arrangements for Specialist Disability Accommodation,* provide for the ‘maximum reasonable rent contribution’ (MRRC) that registered SDA providers can receive from you.  **The maximum amount of rent if you do not share a** bedroom  Whether or not you receive the Disability Support Pension and no matter your age, your MRRC (single) must not exceed:   * 25 per cent of the maximum basic rate of the Disability Support Pension payable for a person who is not under 21 and not a member of a couple * plus 25 per cent of the maximum rate of the Pension Supplement payable for a person who is not under 21 and not a member of a couple * plus 100 per cent of the maximum rate of Commonwealth Rent Assistance payable for a person who is not under 21 and not a member of a couple and not sharing.   **The maximum amount of rent if you share a bedroom with your partner**  Whether or not you receive the Disability Support Pension and no matter your age, your MRRC (member of a couple) must not exceed:   * 25 per cent of maximum basic rate of the Disability Support Pension payable for a person who is not under 21 and is a member of a couple * plus 25 per cent of the maximum rate of the Pension Supplement payable for a person who is not under 21 and is a member of a couple * plus 100 per cent of the maximum rate of Commonwealth Rent Assistance payable for a person who is not under 21 and is a member of a couple and not sharing.   In exceptional circumstances, you may make a discretionary contribution over the MRRC. For further information refer to: [SDA pricing and payments | NDIS](https://www.ndis.gov.au/providers/housing-and-living-supports-and-services/specialist-disability-accommodation/sda-pricing-and-payments#sda-price-guide) <ndis.gov.au/providers/housing-and-living-supports-and-services/specialist-disability-accommodation/sda-pricing-and-payments#sda-price-guide>. |

You can pay your rent by a fee-free method and have the option of paying your rent by Centrepay.

The SDA provider must give you information about any costs and fees you may incur by using a particular method of paying rent before you consent to using that payment method.

You can ask for a receipt when you pay the rent, and if you pay it to the SDA provider personally the SDA provider must give you a receipt straight away.

The SDA provider can only increase your rent every **six months**.

The SDA provider must give you written notice that the rent will increase at least **60 days** before the increased rent is due.

The SDA provider cannot take any of your goods as payment of rent.

If you receive a notice that your rent is going to increase, and you think the increase is excessive, you can complain to CAV. You must complain to CAV within **30 days** after receiving the notice that your rent will increase. CAV will investigate the matter and give a report to you, your guardian or administrator (if you have one) and the SDA provider. Note, however, that CAV may decline to prepare a report if the issue is frivolous or vexatious and does not justify making a report.

After you receive the report, you can apply to VCAT for an order that the rent is excessive, but you must apply within **30 days** of receiving the report.

You can apply directly to VCAT without first complaining to CAV, but you must apply within **30 days** of receiving the notice that your rent will increase.

You must pay either the increased rent, or your old rent plus 10 per cent, whichever is the lesser amount, while you are waiting for VCAT to decide about your rent.

VCAT must dismiss your application if the increase in rent is proportionate to an increase in the Commonwealth Disability Support Pension and any Commonwealth Rent Assistance.

## Other charges

You are not required to pay a bond or any other amount in addition to the rent other than an amount for your ordinary usage of gas, electricity, water and utilities.

The SDA provider is liable for the following utility costs and charges:

* initial connection of electricity, water, gas, bottled gas or oil supply service to the dwelling
* supply of sewerage to the dwelling
* supply or use of drainage services to the dwelling, and
* any rates, taxes, or charges payable under any Act other than charges payable by the resident under Part 12A of the Residential Tenancies Act.

If you have been charged for excessive usage of a service caused by a fault in the building or structure of your dwelling or any fixtures connected to the dwelling (for example, usage charges caused by a leak in an underground pipe of a water service), the SDA provider is liable for that part of the charge that is additional to your ordinary usage.

## Duties of the SDA provider

The SDA provider has a number of specific duties in relation to you and your dwelling.

* The SDA provider must take reasonable steps to ensure that you are treated with dignity and respect, and to ensure that your privacy is protected. The SDA provider must not unreasonably interfere with your right to privacy.
* The SDA provider must install things you need to help you with your daily life, use and enjoyment of the dwelling, and ensure that the dwelling and installations are maintained in good repair.
* The SDA provider must take reasonable steps to ensure that repairs and any renovations are attended to promptly and are carried out by a suitably qualified person. They must also minimise any inconvenience or disruption to you because of the repairs or renovations.
* The SDA provider must take reasonable measures to ensure that your dwelling is secure.
* The SDA provider must not unreasonably refuse to give consent to your request to keep a pet at the dwelling.

If the SDA provider does not carry out these duties, you can give them a Breach of duty notice. The Breach of duty notice must set out the breach and require it to be fixed or seek money as compensation. If the SDA provider does not fix the problem or pay you the compensation, you can apply to VCAT for an order for the problem to be fixed or money paid.

## Notice of temporary relocation

The SDA provider may give you a Notice of temporary relocation if they move you from your room or dwelling. The notice will require you to move out of the room or dwelling either immediately or from the time set out in the notice, for up to **90 days**.

If you are excluded from the dwelling during the relocation period, the SDA provider must move you to suitable alternative accommodation. The SDA provider must take reasonable steps to resolve the issue giving rise to the Notice of temporary relocation as soon as is reasonably practicable in the circumstances.

After the relocation period ends, you can move back into your room or dwelling unless you have been given a Notice to vacate by the SDA provider. The SDA provider is required to notify CAV within 24 hours of issuing you with a Notice of temporary relocation. As soon as CAV receives this notification, CAV will notify the Office of the Public Advocate (OPA) that you have been issued with a Notice of temporary relocation.

If you are a NDIS participant, the SDA provider must also notify the National Disability Insurance Agency (NDIA).

The SDA provider can issue the Notice of temporary relocation if:

* you endanger the safety of other residents or staff at the dwelling
* you are seriously disrupting the use of the dwelling by other residents
* you are a danger to yourself and you can no longer be appropriately supported in the dwelling
* you can no longer be appropriately supported in the dwelling
* you need to move for your own safety and wellbeing
* you have caused serious damage or destroyed any part of the dwelling, or
* you have used the dwelling for an illegal purpose.

If the SDA provider issues you with the notice because of these matters, the SDA provider must take all reasonable steps to notify your daily independent living support provider.

The SDA provider cannot give you a Notice of temporary relocation for causing serious damage or destruction if reasonable use of the dwelling, fair wear and tear, accidental damage, reasonable use of any aids or equipment, or any behaviour arising from your disability significantly contributed to the serious damage or destruction caused.

The SDA provider can also issue the notice if:

* SDA accommodation will no longer be provided or cannot be provided at the dwelling, or
* you need to move out of the dwelling so that it can be repaired, renovated or reconstructed.

If the room or area of the dwelling needs to be repaired, renovated or reconstructed but you could move to another room or part of the dwelling that is available at the equivalent rent, the SDA provider must have offered you the chance to move to the room or area first.

A Notice of temporary relocation can be withdrawn in writing by the SDA provider at any time before you move out of the dwelling.

## When does your Agreement end?

Your Agreement for your accommodation in the dwelling or room can end in a number of circumstances, including:

* You agree in writing with the SDA provider to end it
* You have given a Notice of intention to vacate the dwelling
* The SDA provider gives you a Notice to vacate
* The SDA provider failed to give you this Information statement and you wish to terminate your Agreement
* VCAT makes an order that you have abandoned the dwelling
* The dwelling is no longer an SDA enrolled dwelling (your Agreement ends **90 days** after the loss of enrolment)
* The SDA provider’s registration under the NDIS is revoked (your Agreement ends **90 days** after the revocation)
* A person who is the owner of the dwelling gives you a Notice to vacate
* A person who has a mortgage over the dwelling gives you a Notice to vacate
* You have been given a possession order from VCAT to move out of the dwelling
* VCAT terminates your Agreement
* You die.

## Notice of revocation

In the case of an SDA enrolled dwelling, if the Agreement is terminated because the dwelling is no longer enrolled or the SDA provider’s registration with the NDIS is revoked, the SDA provider must give you a written Notice of revocation within **five days**.

Your Agreement terminates **90 days** after the day the dwelling ceased to be enrolled or the SDA provider’s registration was revoked.

## Notice to vacate

The SDA provider can give you a Notice to vacate the dwelling or room. If you receive this notice you must move out of the dwelling or room. The SDA provider can give you a Notice to vacate if:

* you owe at least **14 days**’ rent
* the SDA provider gave you a Breach of duty notice that you have not paid your rent, and
* you do not pay your rent within **14 days**’ after receiving the Breach of duty notice.

The SDA provider may also give you a notice to vacate if:

* you endanger the safety of other residents or staff at the dwelling
* you are seriously disrupting the use of the dwelling by other residents
* you are a danger to yourself and you can no longer be appropriately supported in the dwelling
* you can no longer be appropriately supported in the dwelling
* you have caused serious damage or destroyed any part of the dwelling
* you have used the dwelling for an illegal purpose
* you need to move out of the dwelling so that it can be repaired, renovated or reconstructed, or
* you need to move out of the dwelling so that it can be demolished.

If you receive a Notice to vacate for one of these reasons (other than a failure to pay rent), the SDA provider must have given you a Notice of temporary relocation for the same reason that you have been given the Notice to vacate, at least **24 hours** previously.

For all reasons other than the dwelling is to be repaired, renovated, reconstructed or demolished, the SDA provider must also reasonably believe that the conduct constituting the breach is likely to reoccur.

If the notice is being given to you because part of the dwelling needs to be repaired, renovated, or reconstructed but you could move to another room or part of the dwelling that is available at the equivalent rent, the SDA provider must have offered you the chance to move to the room or area first.

The SDA provider may also give you a Notice to vacate if:

* the dwelling is to be sold with vacant possession (that is, there are no residents living in any of the rooms or the dwelling), or
* you have not obeyed a VCAT order.

The SDA provider must not give you a Notice to vacate because of serious damage or failure to obey a VCAT order if your reasonable use of the dwelling, fair wear and tear, accidental damage, reasonable use of any aids or equipment, or any behaviour arising from your disability significantly contributed to the damage or non-compliance. The SDA provider must not give you a Notice to vacate for failure to obey a VCAT order related to keeping a pet.

The SDA provider will have notified OPA and CAV that you have been given a Notice to vacate.

If you are a NDIS participant, the SDA provider will also have notified NDIA.

If the SDA provider gave you the notice because of issues of safety, damage to the dwelling or illegal use of the dwelling, the SDA provider must also take all reasonable steps to notify your daily independent living support provider.

The Notice to vacate must set out a date by which you must move out of the dwelling, and that date must be at least 90 days after the date that the notice is issued.

Although you have been issued with a Notice to vacate, the SDA provider must continue to provide you with alternative accommodation until the date you must vacate the dwelling, or until you find or are given other alternative accommodation – if this occurs before the date, you must leave.

You can apply to VCAT for a review of a Notice to vacate on the basis that the notice is defective, it was not issued in accordance with the Residential Tenancies Act or the ground for the notice (e.g. that repairs are necessary) is not the case. You must apply to VCAT within 90 days of the date that the notice was issued. If you ask VCAT to review the basis of the notice, you can stay in the alternative accommodation until the outcome of the review. VCAT may confirm the Notice to vacate or declare it invalid.

A person who has taken the dwelling as security for a loan (the mortgagee) and has taken possession of the dwelling can give you a Notice to vacate for any of the grounds that the SDA provider could have and must give you at least 90 days’ notice to move out.

The mortgagee will have notified OPA and CAV that you have been given a Notice to vacate. If you are a NDIS participant, the SDA provider will also have notified NDIA.

A Notice to vacate can be withdrawn in writing by the SDA provider or Mortgagee at any time before you move out.

## Notice of intention to vacate

You may give a Notice of intention to vacate to the SDA provider. It must be in writing and set out the date on which you wish to move out. Your guardian or administrator may give the notice for you.

If you give a Notice of intention to vacate, the SDA provider must notify OPA and CAV. If you are a NDIS participant, the SDA provider must also notify NDIA. If you gave the notice personally, the SDA provider must also notify your guardian or administrator (if any). You can withdraw the Notice of intention to vacate at any time before you move out. You must do so in writing.

## Notice of intention to terminate

You may give a Notice of intention to terminate to the SDA provider if:

* the SDA provider has failed to give you a copy of this Information statement prior to establishing or entering into your Agreement, and
* you wish to terminate the Agreement.

The notice must be in writing and set out the date on which you wish to move out. Your guardian or administrator may give the notice for you.

If you give a Notice of intention to terminate, the SDA provider must notify OPA and CAV. If you are a NDIS participant, the SDA provider must notify NDIA. If you gave the notice personally, the SDA provider must also notify your guardian or administrator (if any).

## Possession orders

The SDA provider, mortgagee or owner of the dwelling can apply to VCAT for an order to regain possession of your room or dwelling if they have given you a Notice to vacate – this is known as a ‘possession order’. The SDA provider must apply to VCAT within **30 days** after the date you should have moved out. The SDA provider can also apply to VCAT for an order to regain possession of your room or dwelling if you gave the SDA provider a Notice of intention to vacate but have not moved out.

VCAT must make a possession order if satisfied that it is reasonable and proportionate in the circumstances, having regard to particular matters including whether suitable alternative accommodation is likely to be available if the possession order were made.

If the SDA provider, mortgagee or owner of the dwelling has applied to VCAT for a possession order because you have not paid rent, VCAT can reject the application if you pay the rent you owe, but if you do not pay the rent you owe, it can make the possession order.

VCAT cannot make a possession order if the reason for the Notice to vacate was that you did not comply with one of its orders, but it is satisfied that this is the first time that you have not complied with the order and that you have since complied with or tried to comply with the order as much as you can.

If VCAT makes a possession order, a warrant of possession can be issued immediately, or VCAT can order that you be given a notice to appear at VCAT after **seven days** to explain why a warrant of possession should not be issued.

If a warrant of possession is issued, a police officer or other authorised person can enter your dwelling and make you move out. You can only be made to move out between 8am and 6pm on Monday to Saturday, and not on a Sunday or a public holiday.

Your goods cannot be removed under the warrant. They will be disposed of separately unless you collect them before they are disposed of.

## Explanation of notices and information under Part 12A

The SDA provider must explain the contents of any notice or any information given to you under Part 12A of the Residential Tenancies Act.

The SDA provider must explain the notice or information in a language, mode of communication and terms you are likely to understand. If it will help you, the SDA provider must explain it orally and in writing.

If it will help you, the SDA provider must also give a copy of the notice or information to your guardian, family member, carer, advocate or your chosen support person, or a person who the SDA provider considers can assist you (and is not employed by, or a is not representative of, the SDA provider).

## Explanation of VCAT orders and directions

If VCAT makes an order or direction in relation to you under the Residential Tenancies Act and the SDA provider or a relevant person is a party to the proceeding and you are not represented, the SDA provider or relevant person must also explain the order or direction to you.

A ‘relevant person’ could be the SDA provider’s agent, or a mortgagee or owner of the dwelling.

The SDA provider or relevant person does not have to explain an order or direction to you if you are represented by a guardian, administrator, carer, Australian lawyer, litigation guardian appointed by VCAT, or other person who is providing you support.

The SDA provider or relevant person must explain the order or direction in a language, mode of communication and terms you are likely to understand. If it will help you, the SDA provider must explain it orally and in writing.

If it will help you, the SDA provider or relevant person must also give a copy of the order or direction to your guardian, family member, carer, advocate or your chosen support person, or a person who the SDA provider or other relevant person considers can assist you (and is not employed by, or is not representative of, the SDA provider or other relevant person).

## What if you have moved out of the room or dwelling but have left some of your goods behind?

If you left personal documents or goods of monetary value behind after moving out of your dwelling, the ‘dwelling owner’ must look after them for a certain period. That ‘dwelling owner’ may be your previous SDA provider, a mortgagee in possession of the dwelling or the owner of the dwelling.

You can find more information on [Goods left behind by renters page on Consumer Affairs Victoria’s website](https://www.consumer.vic.gov.au/housing/renting/ending-a-lease-or-residency/goods-left-behind) <consumer.vic.gov.au/housing/renting/ending-a-lease-or-residency/goods-left-behind>.

## Community visitors

Community visitors are volunteers authorised by law to visit you in your dwelling and to make enquiries, inspect documents to ensure residents are being cared for and supported with dignity and respect, and to identify any issues of concern. A community visitor can visit your dwelling at any time, with or without notice.

During their visit the community visitor may communicate with you, inspect the dwelling, make enquiries about services for you and other residents, and inspect documents about you and other residents. However, if the document is a medical record about you, the community visitor must have your consent or the consent of your guardian.

Community visitors can inquire into:

* the standard and appropriateness of your dwelling for you
* the adequacy of opportunities for your inclusion and participation in the community
* whether your dwelling is being provided in accordance with the Residential Tenancies Act, the NDIS Act and other rules under that Act whether information is being provided to you as required by the Residential Tenancies Act, the NDIS Act and other rules under that Act
* if a community visitor suspects abuse or neglect of a resident
* the use of a restrictive practice or compulsory treatment on a resident
* any failure by the SDA provider to comply with the Residential Tenancies Act, the NDIS Act and other rules under that Act, and
* if you make a complaint to a community visitor.

If the SDA provider or the daily independent living support provider is present when a community visitor visits you in your dwelling, then they must keep a record of the visit.

The Community Visitors Board may refer any matter reported by a community visitor to CAV.

You can also request that the SDA provider or daily independent living support provider arrange for a community visitor, through OPA, to visit you at any time. You can simply ask the SDA provider or daily independent living support provider personally or give the SDA provider or daily independent living support provider a written request. Your guardian, administrator, family member, carer, advocate or other person may make the request on your behalf.

The SDA provider or daily independent living support provider must contact the Community Visitors Board through OPA to advise that you have made a request within **72 hours** of receiving your request, and the Community Visitors Board must respond by either sending a community visitor to visit you within **seven days** or arrange for OPA to respond to you. Note, however, that the Community Visitors Board may refuse your request if the request is vexatious, frivolous or unnecessary. You can contact OPA to make a complaint or arrange for a visit by a community visitor on:

Phone: 1300 309 337

TTY: 1300 305 612

Email: [opa\_advice@justice.vic.gov.au](mailto:opa_advice@justice.vic.gov.au) <opa\_advice@justice.vic.gov.au>

Website: [publicadvocate.vic.gov.au](https://www.publicadvocate.vic.gov.au/our-services/community-visitors) <[publicadvocate.vic.gov.au/our-services/community-visitors](https://www.publicadvocate.vic.gov.au/our-services/community-visitors)>

## Complaints

People with disability have the right to complain about the services they receive. Most SDA providers do their best to provide quality supports and services to people with disability, but issues can occur.

Complaints are important – they can help SDA providers improve the quality of services they provide, so your complaint can help other people too.

If the SDA provider is unable to resolve your concern or complaint, then you should seek further support. You can ask your guardian, administrator, family member, carer, advocate or other person to support you in making a complaint.

### If you have a complaint about your accommodation

You can complain to the SDA provider about repairs and maintenance, about your accommodation generally, or if you have a dispute with another resident. The SDA provider has prepared policies and procedures on how to deal with complaints from residents, and they are attached to your Agreement.

If, during the period of your Agreement, the SDA provider updates its policies and procedures for dealing with complaints, the SDA provider must provide you with a copy of the updated policies and procedures at least 14 days before they come into effect.

Once the updated policies and procedures are implemented, they will replace any previous policies and procedures including the complaints policies and procedures attached to your Agreement.

### If you are not satisfied with your disability support funding

You can complain about your NDIS plan to your Local Area Coordinator or directly to the NDIA by contacting the NDIA on:

Phone: 1800 800 110

Email: [feedback@ndis.gov.au](mailto:feedback@ndis.gov.au)

Website: [ndis.gov.au](https://www.ndis.gov.au/) <ndis.gov.au>

You can contact the Disability Support for Older Australians program by contacting the Commonwealth Department of Health on:

Email: [CommonwealthDSOA@health.gov.au](mailto:CommonwealthDSOA@health.gov.au)

Website: <https://www.health.gov.au/our-work/disability-support-for-older-australians-dsoa-program>   
< www.health.gov.au/our-work/disability-support-for-older-australians-dsoa-program>

You can contact the Transport Accident Commission (TAC) to make a complaint if your daily independent living support is funded by the TAC.

Telephone: **1800 931 233**

Email: [saferservices@tac.vic.gov.au](mailto:saferservices@tac.vic.gov.au)

Website: [Do you need to report abuse or neglect by a TAC funded service? - TAC - Transport Accident Commission](https://www.tac.vic.gov.au/clients/working-together/reportabuse) <tac.vic.gov.au/clients/working-together/reportabuse>

You can contact WorkSafe to make a complaint if your daily independent living support is funded by WorkCover.

Telephone: [1800 136 089](tel:1800136089)

Using the online form: [Make a complaint to WorkSafe](https://www1.worksafe.vic.gov.au/vwa/vwa029-005.nsf/xpOnlineComplaint.xsp) <www1.worksafe.vic.gov.au/vwa/vwa029-005.nsf/xpOnlineComplaint.xsp>

Website: [Make a complaint - WorkSafe](https://www.worksafe.vic.gov.au/make-complaint) <worksafe.vic.gov.au/make-complaint>

### If you have a complaint about your SDA provider

If you are an NDIS participant, you can complain to the NDIS Commission about the quality and safety of NDIS services and supports. You can contact the NDIS Commission on:

Telephone: 1800 035 544

TTY: 133 677

National Relay Service: ask for 1800 035 544

Website: [ndiscommission.gov.au](https://www.ndiscommission.gov.au/) <ndiscommission.gov.au/>

If you have a complaint about a disability service funded by the TAC, WorkCover or the Department of Families, Fairness and Housing you can contact the Victorian Disability Services Commissioner for information and advice about making a complaint on:

Telephone: 1800 677 342

Email: [complaints@odsc.vic.gov.au](mailto:complaints@odsc.vic.gov.au)

Website: [odsc.vic.gov.au](https://www.odsc.vic.gov.au/) <odsc.vic.gov.au/>

You can contact the Mental Health Complaints Commissioner on:

Telephone: 1800 246 0554 (free call from landlines) or 03 9032 3328

Email: [info@mhcc.vic.gov.au](file:///C:/Users/Junkovic/AppData/Roaming/Hewlett-Packard/HP%20TRIM/Offline%20Records%20(P1)/Form%20~%20establishing%20an%20SDA%20residency%20agreement/info@mhcc.vic.gov.au)

Website: [mhcc.vic.gov.au](https://www.mhcc.vic.gov.au/) <mhcc.vic.gov.au>

### **If you have a complaint about compliance with your Agreement or Victorian** **rental laws**

Where there is evidence of non-compliance with Victorian renting laws, or where you have tried to resolve the problem and it remains unresolved, CAV may be able to assist you to conciliate your dispute.

Telephone: 1300 55 81 81, Monday to Friday (except public holidays) 9am to 5pm

Website: [consumer.vic.gov.au](https://www.consumer.vic.gov.au/) <consumer.vic.gov.au>

For more information visit the [Residential accommodation complaint page on Consumer Affairs Victoria website](https://www.consumer.vic.gov.au/contact-us/resolve-your-problem-or-complaint/when-we-get-involved-with-a-problem-or-complaint/residential-accommodation-complaint) <consumer.vic.gov.au/contact-us/resolve-your-problem-or-complaint/when-we-get-involved-with-a-problem-or-complaint/residential-accommodation-complaint>.

## Privacy

The SDA provider is required to comply with all laws relating to privacy in relation to personal and health information about you that it holds, uses and shares.

The SDA provider may only share information relating to the provision of SDA dwellings where required or authorised under law.

## Records

Your Agreement requires the SDA provider to keep records about payments you have made to the SDA provider, about requests for repairs and maintenance you have made and what the SDA provider did in response to your requests, and what complaints you have made to the SDA provider and what the SDA provider did in response to your requests. The records will be kept for at least 5 years from the time that they were made.

Your Agreement requires the SDA provider to allow you to inspect the records.

## Conflict of interest

Your Agreement requires the SDA provider to declare any conflict of interest they might have in relation to other services provided to you, such as any affiliation with your daily independent living support provider.