



VACATED MAINTENANCE POLICY

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1. PURPOSE

To provide clear guidelines on the process for preparing vacant units for a new tenancy.

2. OBJECTIVES

- To ensure that all units meet SPCHG minimum standards of condition prior to a new renter moving in.
- To ensure that all units meet the RTA minimum standards prior to a new renter moving in.
- To ensure that SPCHG gets good value for money in completing vacated maintenance works.
- To avoid any unnecessary vacant maintenance works ie. to avoid wasteful expenditure.
- To minimise the time taken for units to be identified as vacant.
- To reduce the time taken to complete vacant maintenance.
- To reduce the time taken for new renters to move into SPCHG properties once vacant maintenance has been completed.
- To ensure that SPCHG has a record of the condition of each unit when a new renter moves in.
- To ensure that new renters are aware of how all the building elements in their unit work and their responsibilities in terms of cleaning and maintenance.
- To ensure that new renters are aware of their responsibilities in looking after their unit and what will happen if they damage the unit on purpose.

3. HOUSING REGISTRAR PERFORMANCE STANDARDS

The preferred KPM target for the average number of days “vacant untenable” is less than 21 days. Satisfactory is 21- 48 days.

Our renter profile is at the most complex end of the range in long term community housing. This can lead to unique situations when a flat is vacated. Examples that lead to time-consuming complications include: chronic illness and hospitalisation; going into aged care- a slow and difficult process; hoarding; evictions where the renter has no other housing options; sudden death, particularly where relatives are not known; abandonment, particularly where significant belongings are left behind. These are all quite common situations in our housing program. It is therefore not expected that we will meet Housing Registrar absolute ‘best-practice’ targets for all vacancies. But it is expected that we will minimise time taken in the vacant maintenance process as far as possible.

4. PROCEDURES

STEP 1. CONFIRMATION OF VACANCY

A unit/room is “confirmed” to be vacant in the following circumstances.

1. Renter communicates their intention to Vacate.

In this case the renter communicates to SPCHG that they have decided to move out of their unit. A Vacate Date is then agreed.

2. Eviction

In this case SPCHG completes an eviction process and the renter is evicted on a certain date. The date of the eviction is the Vacate Date.

3. Renter Death

In this case the Vacate Date is the date on which the death is confirmed.

4. Abandonment

In this case the renter does not communicate with SPCHG and SPCHG has to make a determination, based on “reasonable grounds”, that the renter has “abandoned” the unit. SPCHG will make a determination that a unit has been “abandoned” on the basis of **all** the following conditions being met.

- At least 2 rent payments missed in a row **and**;
- At least 3 attempts to contact renter over a 2 week period with no response **and**;
- A letter of notice of inspection sent with 24 hours notice; **and**
- An inspection of the unit suggests that the unit has been abandoned.eg.
 - Goods removed
 - Mail not received; **and**
- Photos taken of the “abandoned” unit; **and**
- In cases where there is any doubt, or potential for dispute, a VCAT application will be made for “abandonment”. A decision to make a VCAT application will be made by the Manager Housing Operations (MHO).

Once all these conditions have been met the “evidence” will be clearly documented in **CHINTARO**. A final decision to determine that the unit has been “abandoned” will be made by the MHO. The Vacate Date will be the date on which this decision is made.

Once the vacancy is confirmed the following actions will be completed.

- The tenancy is ended in **CHINTARO** on the Vacate Date.
- The Unit is recorded in **CHINTARO** as **Vacant for Maintenance** from the Vacate Date.
- Two-Three eligible applicants, in order of priority, are then selected from the **CHINTARO** Waiting List at the Housing team’s weekly Allocations Meeting to fill the vacant unit. A Maintenance Work order is sent to the Housing Worker, Maintenance (HWM) for an **Initial Vacant Unit Inspection**.

STEP2. INSPECTION TO ASSESS RUBBISH/RENTER GOODS.

This initial inspection will normally occur within 1-2 days of the Vacate Date and will normally be completed by HWM. In cases where it is not possible for HWM to undertake the inspection it will be undertaken by another Housing Worker. The first inspection involves an assessment of the amount of rubbish and/or abandoned renter goods in the unit. If there are abandoned renter goods the SPCHG staff person will take photos of the unit prior to the disposal, removal and storage of renter goods. The photos will be emailed to maintenance@spchg.org.au and stored in the specified folder.



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Normally SPCHG staff will decide which renter goods are to be disposed of and which are to be stored.

The following RTA rules will apply to the disposal and storage of renter goods.

- Any renter goods can be disposed of if they;
 - Have no monetary value
 - Are perishable foodstuffs
 - Are dangerous
- The following types of prescribed goods cannot be destroyed or disposed of:
 - (a) *labelled containers or labelled urns containing human remains; and*
 - (b) *specialised medical devices, equipment and goods including prostheses and prescription medication; and*
 - (c) *medals and trophies.*
- Renter goods are only required to be stored if the total value is estimated to be greater than the total estimated cost of removal and storage. In practice this means a total value estimated at over \$400.
- Stored items are required to be tagged (masking tape) with name of the renter and date of removal.
- Stored items are required to be kept for 14 days.
- Personal documents are required to be kept for 90 days.
- If any renter goods are stored SPCHG will make a reasonable attempt to contact the renter using the required Form.

The following process for the disposal and storage of renter goods will be followed. The process will differ depending on how the vacancy arises.

1. **Renter communicating their intention to Vacate.**

In this case SPCHG will inform the renter that all their goods must be removed by the Vacate Date and that any goods left in the unit after that date will be removed by SPCHG. In this case SPCHG will decide which goods to dispose of and which to store. If any goods are stored the renter will have one opportunity within the 14 day period to pick up the stored items.

2. **Eviction**

In this case SPCHG will inform the renter that they have 7 days from the eviction date to make a time with SPCHG to pick up their goods from the unit. Only one access time is provided. Any goods left in the unit after the 7 days will be removed by SPCHG. In this case SPCHG will decide which goods to dispose of and which to store. If any goods are stored the renter will have one opportunity within the remaining 7 day period to pick up the stored items.

3. **Renter Death**

SPCHG will ensure that Victoria Police (or other appropriate authority) contact the person's relatives as soon as possible. The person's relatives will have 14 days from the date of contact to inspect the unit and remove any of the renter's goods. In the instance that a professional Trauma cleaning service needs to be immediately engaged, SPCHG will be guided by the agencies determination of what items are deemed to be clinically safe to be retained. After this period SPCHG will store the goods for an additional 14 days and relatives will have an opportunity to pick up from storage. If no relatives can be contacted the renters' goods will be disposed after 14 days storage.

4. Abandonment

Normally all renter goods will be removed asap after the unit is confirmed to be vacant.

STEP 3. INSPECTION TO ASSESS VACATED MAINTENANCE WORKS REQUIRED.

This second inspection will occur once all rubbish/ renter goods have been removed. If there are no significant rubbish items or renter goods then this Step 3. will be completed at the same time as Step 2.

- The SPCHG staff person will undertake a detailed inspection of the room /unit and will record all required works using the **Inspection Checklist**.
- The SPCHG staff person will ensure that the unit meets the minimum standards for a rental unit under the RTA. See Appendix 1.
- The completed hardcopy **Inspection Checklist** will be passed onto the Manager Housing Operations (MHO).

STEP 4. VACATED MAINTENANCE WORK ORDER TO RELEVANT TRADES

- Once the Inspection Checklist has been completed the MHO will use the list to generate a Work Order to the relevant Trades contractor from SPCHG's list of approved contractors. The Work Order will include details of all works required.

STEP 5. ORGANISING ACCESS FOB/KEY.

- On sending the Work Order SPCHG will place the required access fob or key in a marked envelope ready for the contractor to pickup.

STEP 6. ESTIMATED HANDOVER DATE (EHD)

- After communicating with the relevant contractors, the MHO will determine an **Estimated Handover Date (EHD)**. Normally the EHD will be within 14 days after the Work Order date.
- Once the **EHD** is established, then SPCHG will contact the 1st priority eligible applicant and provide them with the following information.
 - SPCHG is offering them first option to move into the vacant unit.
 - The details of the type of unit/room that is being offered.
 - An estimate of the date on which the unit/ room will be ready to inspect.
 - What furniture is normally provided and what furniture they will need.
 - The SPCHG House Rules and the SPCHG Pets policy.

If the 1st priority person is not interested then these steps are repeated with the 2nd/3rd eligible applicants.

STEP 7. VACATED MAINTENANCE WORK ORDER – CLEANING

- Once the EHD has been established, then SPCHG will send a Work Order to the organisation's contracted cleaning firm..
- The Work Order for cleaning will include Standard cleaning items for vacated units/rooms plus any extra cleaning items
- The Work Order will request cleaning on the day after **EHD**. Cleaning contractor to acknowledge receipt.



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- Cleaning contractor's will be contacted if the EHD changes.

STEP 8. COMPLETION CONFIRMATION

- The MHO is responsible for ensuring that the relevant trades are co-ordinated.
- Once all works are completed SPCHG will confirm cleaning date with contractor and provide access fob/key.
- Once Contractor has completed the cleaning they will notify SPCHG by the next business day.
- Once a **Completion Confirmation** has been received from Contractor then SPCHG will;
 - Contact the eligible applicant and confirm a **New Tenancy Inspection** date and time.
 - Complete a Final Inspection.

STEP 9. FINAL VACATED MAINTENANCE INSPECTION

- The purpose of this final inspection will be to confirm that the unit/room is now ready for renting.
- The housing worker completing the inspection will have delegated responsibility to confirm the unit is ready.
- Once this confirmation has been made, the status of the unit/room in **CHINTARO** will be changed to Vacant Tenantable.

STEP 10. NEW TENANCY INSPECTION

This provides an opportunity for the prospective renter to inspect the vacant unit and confirm acceptance. Once acceptance of the offer has been confirmed then a Sign Up Date is organised. If that renter rejects the offer, the offer will be made to the next applicant on the list.

STEP 11. NEW TENANCY START

This is the final step and includes the following tasks.

- Formal signup.
- The completion of a Condition Report
- Onsite training on use of appliances etc.
- Advice on what will happen in the case of property damage caused by the renter.
- A new Tenancy created in **CHINTARO**.

5. PROCESS TARGET DAYS

Each step in the process will normally be completed within the following time frames.

	STEP	NUMBER OF DAYS
1	Confirmation of Vacancy	0
2	Inspection to assess rubbish/renter goods	1- 2
3	Inspection to assess vacated maintenance works required.	1 -2
5	Vacated Maintenance Work Orders- relevant trades	0-2
6	Estimate Handover Date	1
7	Vacated Maintenance Work Order – Eve's	5-12
8	Confirmation of Completion	5-12
9	Final Vacated Maintenance Inspection	0-2



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10	New Tenancy Inspection	1-7
11	New Tenancy Start.	1-7
TOTAL		15-38

APPENDIX 1. MINIMUM RTA STANDARDS

1 Locks

(1) All external entry doors to the rented premises which are not able to be secured with a functioning deadlock, other than any screen door attached to an external door, must at least be fitted with a locking device that—

- (a) is operated by a key from the outside; and
- (b) may be unlocked from the inside with or without a key.

(2) Subclause (1) does not apply—

- (a) to a public lobby door that opens to common property; or
- (b) if the rented premises is a registered place and a request for a permit to alter the relevant features of the premises to comply with this standard has been refused in accordance with Part 5 of the **Heritage Act 2017**.

2 Vermin proof bins

A rubbish bin and a recycling bin are to be supplied for use by the renter of the rented premises which are—

- (a) provided by the local council; or
- (b) vermin proof and compatible with local council collection.

3 Toilets

The rented premises are to contain a toilet that is—

- (a) in good working order, connected to—
 - (i) a reticulated sewerage system; or
 - (ii) a wastewater treatment system permitted under the Code of practice – onsite wastewater management, published under the **Environment Protection Act 1970**; or
 - (iii) any other system approved by the local council; and
- (b) either in—
 - (i) a room that is intended to be used as a toilet area, whether as a separate toilet or bathroom or combined bathroom and laundry; or
 - (ii) a separate enclosed structure that is intended to be used as a toilet area.

4 Bathroom facilities

In relation to bathroom facilities, the following amenities are to be provided in the rented premises—

- (a) a bathroom connected to a reasonable supply of hot and cold water that contains a washbasin and a shower or bath;
- (b) if a shower is present—
 - (i) a shower head with a 3 star rating in the rating system referred to in regulation 23(1)(a); or
 - (ii) a shower head with a one or 2 star rating if a shower head with a 3 star rating—
 - (A) cannot be installed; or
 - (B) if installed, will not operate effectively due to the age, nature or structure of the plumbing of the premises.

5 Kitchen facilities

(1) In relation to kitchen facilities, the following amenities are to be provided in the rented premises—

- (a) a dedicated area which is intended to be used for cooking and food preparation;
- (b) a sink in good working order that is connected to a reasonable supply of hot and cold water;
- (c) a cooktop in good working order that has 2 or more burners.



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(2) Subclause (1) does not apply if the rented premises is a registered place and a request for a permit to alter the relevant features of the premises to comply with this standard has been refused in accordance with Part 5 of the **Heritage Act 2017**.

(3) Any oven at the rented premises must be in good working order.

6 Laundry facilities

Any laundry facilities present in the rented premises must be connected to a reasonable supply of hot and cold water.

7 Structural soundness

The rented premises are to be structurally sound and weatherproof.

8 Mould and dampness

Each room in the rented premises must be free from mould and damp caused by or related to the building structure.

9 Electrical safety

On and from 29 March 2023, in relation to electrical safety, all power outlets and lighting circuits in the rented premises are to be connected to—

- (a) a switchboard-type Circuit Breaker that complies with AS/NZS 3000, "Electrical Installations", as published from time to time; and
- (b) a switchboard-type Residual Current Device that complies with—
 - (i) AS/NZS 3190, "Approval and test specification—Residual current devices (current operated earth-leakage devices)", as published from time to time; or
 - (ii) AS/NZS 61008.1, "Residual current operated circuit-breakers without integral overcurrent protection for household and similar uses (RCBOs): Part 1: General rules", as published from time to time; or
 - (iii) AS/NZS 61009.1, "Residual current operated circuit-breakers with integral overcurrent protection for household and similar uses (RCCBs) Part 1: General rules", as published from time to time.

10 Window coverings

On and from 29 March 2022, each window in a room at the rented premises that is likely to be used as a bedroom or as a living area is to be fitted with a curtain or blind that can be opened or closed by the renter to—

- (a) reasonably block light; and
- (b) provide reasonable privacy to the renter.

11 Windows

- (1) All external windows in the rented premises that are capable of opening must be able to be set in a closed or open position.
- (2) All external windows in the rented premises which are capable of opening must have a functioning latch to secure the windows against external entry.

Note

A window lock or bolt will meet the minimum standard referred to in subclause (2).

12 Lighting

- (1) The interior rooms, corridors and hallways of the rented premises are to have access to light, whether natural or artificial, which provides a level of illuminance appropriate to the function or use of those rooms.
- (2) Each habitable room of the rented premises is to have access to—
 - (a) natural light, including borrowed light from an adjoining room, during daylight hours, which provides a level of illuminance appropriate to the function or use of the room; and

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- (b) artificial light during non-daylight hours which provides a level of illuminance appropriate to the function or use of the room.
- (3) Subclauses (1) and (2) do not apply if the rented premises is a registered place and a request for a permit to alter the relevant features of the premises to comply with the standard has been **Act 2017**.

13 Ventilation

- (1) If the rented premises is a Class 1 building, each habitable room, bathroom, shower room, toilet and laundry must have ventilation satisfying Performance Requirement P2.4.5 of the BCA Volume Two, or the Acceptable Construction Practice in Part 3.8.5 of the BCA Volume Two.
- (2) If the rented premises is within a Class 2 building, each habitable room, bathroom, shower room, toilet and laundry must have ventilation satisfying Performance Requirements FP4.3, FP4.4 and FP4.5 of the BCA Volume One, or the Deemed-to-Satisfy Provisions requirements in F4.5, F4.6 and F4.7 of the BCA Volume One.

14 Heating

- (1) On and from 29 March 2021 until 28 March 2023, in relation to heating in a Class 1 building—
- (a) a fixed heater in good working order is to be in the main living area of the rented premises; or
 - (b) if a fixed heater has not been installed in the main living area of the rented premises on or by 29 March 2021, an energy efficient fixed heater in good working order is to be installed in the main living area of the rented premises.
- (2) On and from 29 March 2021 until 28 March 2023, in relation to heating in a Class 2 building—
- (a) a fixed heater in good working order is to be in the main living area of the rented premises; or
 - (b) if a fixed heater has not been installed in the main living area of the rented premises on or by 29 March 2021, an energy efficient fixed heater in good working order is to be installed in the main living area of the rented premises unless it would be unreasonable to install an energy efficient fixed heater.
- (3) On and from 29 March 2023, in relation to heating in a Class 1 building, an energy efficient fixed heater in good working order is to be installed in the main living area of the rented premises.
- (4) On and from 29 March 2023, in relation to heating in a Class 2 building—
- (a) an energy efficient fixed heater in good working order is to be installed in the main living area of the rented premises unless it is unreasonable to install an energy efficient fixed heater; or
 - (b) if it is unreasonable to install an energy efficient fixed heater in the main living area of the rented premises, a fixed heater in good working order is to be installed in the main living area of the rented premises.
- (5) For the purposes of subregulations (2)(b) and (4) it would be unreasonable to install an energy efficient fixed heater if—
- (a) the cost of installation would be significantly higher than the average price of installation in a Class 2 building; or
 - (b) owners corporation rules prohibit installation of the appliance; or
 - (c) compliance with any other Act or local law makes the cost of installation prohibitive.
- (6) In this clause—
- energy efficient fixed heater** means—
- (a) a non-ducted air conditioner or heat pump with a 2 star or above heating rating in the prescribed energy rating system for non-ducted air conditioners or heat pumps; or
 - (b) a gas space heater with a 2 star or above heating rating in the prescribed energy rating system for gas space heaters; or
 - (c) a ducted heating or hydronic heating system which has an outlet in the main living area of the rented premises; or
 - (d) a domestic solid fuel burning appliance;

fixed heater means a heater that is not designed or manufactured to be portable.



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