

Scope

This policy outlines how Pacific Link Housing (PLH) manages the end of a tenancy. This policy applies to all PLH-managed tenancies.

Purpose

This policy is intended to ensure that tenancy terminations are carried out in a way that:

- tell our tenants about their rights and responsibilities when we give them notice to end their tenancy or start action that may end their tenancy.
- tell our tenants how they can access advice about their tenancy and make sure that they have access to interpreters if needed.
- Meet our obligations when ending a tenancy and dealing with goods that our tenants leave behind.

PLH operates to support tenants to sustain their tenancies where possible. While NSW Civil and Administrative Tribunal (NCAT) action and eviction may be the result in some circumstances, all possible support PLH can give (having regard to the circumstances of each tenancy) will be taken to assist a tenant to sustain their tenancy.

Reasons for Ending a Tenancy

PLH recognises there are several reasons tenancies may end. Some of these are initiated by the tenant, where they wish to leave their tenancy and move into the private rental market, into an aged care home or to move to another area.

On other occasions it may be necessary for PLH to initiate ending a tenancy due to a leasehold property being taken back by the landlord, ending a fixed term lease (such as a transitional lease arrangement) or, in the case of a Management of Portfolio transfer. In these situations, PLH will issue notice in accordance with the Residential Tenancies Act 2010 (Act) and offer all possible support and assistance to the tenant.

PLH may also initiate a termination of a tenancy where there is a breach of the Act, including for issues like non-payment of rent or other charges, illegal activity, malicious or negligent property damage or causing nuisance. Where a tenant has breached a term of their lease, they will be advised in writing and given support and assistance to rectify the problem and to sustain their tenancy.

Notice of Termination

When PLH issues a notice of termination, it will, explain the reason for the termination and the timeframe for the tenant to vacate the premises. Notice to end the tenancy will be given as required under the Act.

If the tenant doesn't move out by the date given on the Notice of Termination, PLH will apply to NCAT to end the tenancy and to order the tenant to move out of the property. The decision to apply to NCAT must be approved by the Manager, Housing Services or their delegate.

Supporting Evidence for Termination Grounds

The following are grounds for termination:

- Actual sale of premises
- Proposed sale of premises
- Significant renovations or repairs to premises
- Demolition of premises
- Tenant is no longer eligible for affordable housing

- The affordable housing scheme was for a limited period and that period has ended
- Tenant is no longer eligible for transitional housing
- The transitional housing program operated for a limited period and that period has ended

Each ground for termination requires supporting evidence to be recorded and given to the tenant. The reasons and information are also required to be documented at the time the bond is claimed (as of 1st July 2025). The supporting evidence is outlined in the Ending a Tenancy Procedure.

When a tenant wants to leave – ending a tenancy on a voluntary basis

Tenants are required to give 14 days' written notice to PLH when they decide to leave their tenancy. The tenant's notice must be in writing, state the address of the property, the date when the tenant intends to move out and be signed and dated. The tenant will receive confirmation in writing from PLH that their notice to terminate the tenancy has been received.

Notice Periods

A Notice of Termination must specify a termination date in accordance with the notice periods set out below:

Ending a transitional fixed term tenancy	90 days' notice plus 7 days postage (this period will be 60 days for leases less than 6 months)
Ending a tenancy due to tenant no longer being eligible for a specific housing program	90 days' notice plus 7 days postage for periodic tenancies and fixed term longer than 6 months Leases less than 6 months – 60 day's notice plus 7 days postage
Ending a fixed term tenancy (the termination date must be on or after the fixed term expires)	30 days' notice plus 7 days postage
Sale of premises (if not in a fixed term)	As required by the Act
Ending a tenancy due to Management of Portfolio	As required by the Act
Breach of tenancy agreement including non-payment of rent	14 days' notice plus 7 days postage

When a landlord terminates a Leasehold Tenancy

Where a leased property is legally terminated by an agent or landlord and is not due to the actions of the tenant and if the eligibility criteria are still met, PLH will try to rehouse the tenant in another PLH-managed property before the Notice of Termination expires. Upon receiving formal notice from the landlord, PLH as the head tenant, must then give notice to its tenant. PLH must give the tenant the same notice period as it received according to the notice periods above. Tenants will be made up to two reasonable offers of housing. Refer to Allocation Policy.

Fixed Term Tenancies – Section 84 Residential Tenancies Act

PLH may offer a fixed term tenancy in certain circumstances. This includes transitional housing tenancies as they are temporary and established as part of a partnership with a support provider. PLH ensures that tenants are provided with written confirmation of the

transitional housing requirements. Both the support agency and PLH will assist the tenant in finding long term accommodation where possible. The Housing Pathways application for these tenants remains live on the NSW Housing Register in recognition of the temporary nature of these tenancies.

PLH may also choose to offer a fixed term tenancy to a tenant in other circumstances. As these are rare and dependent on the situation PLH will not do this without discussing the reasons why with the tenant.

In all fixed term tenancy arrangements PLH (and if applicable, the support provider) make it clear at the start of the tenancy that the tenancy is for a fixed term and that a notice of termination will be issued to coincide with the last day of the tenancy.

Relinquishing a Tenancy

A tenant may relinquish or be asked to relinquish their tenancy when they are unable to continue living in their property. This will be when, for example, the tenant has gone into long term care, rehabilitation, other institutional care, or prison for more than three months or is at risk of domestic violence (see below). In these situations, the tenant will receive confirmation that their tenancy has ended and where appropriate will be given information on the circumstances in which a tenancy can be reinstated.

Transfer or Relocation

When a tenant is approved for a management transfer or relocation, their existing tenancy will be terminated. The tenant will then sign a Residential Tenancy Agreement before moving into the other property. Refer to Transfer Policy.

Eviction proceedings for a breach of the lease

Where a tenant has breached a term of their lease, they will be advised in writing and given the opportunity and all possible support and assistance to rectify the problem. Where there is a serious breach or the tenant does not rectify the problem, it may be necessary to proceed with action for termination of the lease and possession of the premises.

If the tenant doesn't move out by the date ordered by NCAT, PLH will apply for a warrant for possession of the property. The decision to apply for a warrant must be approved by the Manager, Housing Services or their delegate. Warrants are carried out by NSW Sheriff's Office.

If a leasehold property's agent or landlord gives PLH a Notice of Termination due to property damage, care or neglect issues, abusive or obstructive behaviours, anti-social behaviour or other valid reasons as per the lease, or a combination of all or any of the above, PLH will issue Notice of Termination and may not rehouse the tenant.

PLH will advise the tenant of other housing options and assist in placing the tenant back on the NSW Housing Register. Refer to PLH Tenancy Responsibilities, Disputes and Behaviour Policy.

Abandonment

Where a tenant has abandoned the property, PLH will take reasonable steps to contact the tenant to confirm that the tenancy has ended. Once PLH is reasonably certain that the property has been abandoned, it can apply to the NCAT for an order declaring that the premises are abandoned and for a change of locks. Where there is no doubt that the property has been abandoned, PLH can change the locks and take possession.

Death of a sole tenant

The death of a tenant should be reported to PLH as soon as practical. Once notified, PLH will reduce the tenant's rent to \$5 per week, effective from the date of death, and cancel any automatic rent deductions. This nominal "occupation fee" is charged for a maximum of 28 days only. Once the 28 day period has expired, market rent is charged.

Where a sole tenant has died, PLH will seek to promptly identify and confirm the legitimacy of the tenant's legal personal representative (LPR) to deal with in ending the tenancy. In situations where two or more potential LPRs are in dispute as to who will administer the estate, PLH will seek relevant legal advice. Where no next of kin or LPR is known, PLH will contact the NSW Police and/or NSW Trustee and Guardian.

Either party may issue a Notice of Termination for the tenancy according to section 108 of the Act for which there is no minimum notice period. PLH may not enter the property of a deceased sole tenant until vacant possession has been offered by the identified next of kin/LPR, or by executing a warrant of possession obtained from NCAT. In all circumstances, access to the property and dealing with the tenant's goods will be managed by PLH in accordance with the Act and any other relevant legislation.

In situations where the keys have not been returned by the date nominated by the LPR or within 28 days of the date of death of the tenant, PLH will issue a Notice of Termination under Section 108 of the Act, seeking possession, if required, through application to NCAT.

Where there are other members of the household, they may apply for succession in accordance with PLH's Succession of Tenancy Policy.

Property is uninhabitable or destroyed

When a property becomes uninhabitable due to flood, fire or other causes, termination of the tenancy takes immediate effect.

Circumstances of domestic violence

A tenant can end their fixed-term or periodic tenancy immediately, without penalty, if the tenant or their dependent child is in circumstances of domestic violence.

A tenant or their dependent child is in circumstances of domestic violence if they:

- Were the victim domestic violence offence during the tenancy
- Are protected by an in-force provisional, interim or final Domestic Violence Order (DVO)
- Are protected against family violence by an in-force family law injunction
- Have been declared by a competent person to be a victim of domestic violence perpetrated by the relevant domestic violence offender during the current tenancy.

PLH may require tenants to provide evidence of domestic violence in the form of; a certificate of conviction for the domestic violence offence, family law injunction, provisional, interim or final DVO, family law injunction, or a declaration made by a medical practitioner in the prescribed form.

End of tenancy cleaning and repairs

The tenant is responsible for returning the property to PLH in the condition that it was in at the start of the tenancy (apart from fair wear and tear). After PLH conducts an end of tenancy inspection, we will discuss with the tenant any damage, cleaning issues, or unauthorised changes to the property. A daily fee will be charged for each day that the tenant has possession of the property. After 48 hours from the notice date, if the tenant

doesn't fix the issues, we will get a contractor to do the work and will charge the tenant for the work.

End of Tenancy Process

Wherever possible the following steps are taken when a tenancy is ended:

1. The PLH Housing Officer will send a letter listing matters to be addressed for return of bond.
2. Arrangements will be made for key collection and outgoing inspection of the property within 24 hours of the key return.
3. Any claim to be made on bond monies for damages beyond normal wear and tear will be advised to the tenant.
4. Late Key Return – tenants will be charged a daily occupation fee at market rate until keys are returned.

Goods or Documents left on the premises

Tenants are responsible for ensuring that all of their belongings are removed from the property at the end of the tenancy. Procedures for disposal or storage of goods left behind will be followed according to the Act.

PLH will dispose of any rubbish and perishable items without seeking tenant consent, provided that PLH is reasonably sure that what is being disposed of is in fact rubbish.

For low value goods worth less than \$1,000, PLH will give the tenant notice that we will dispose of the goods if they are not collected within 14 days. Notice can be given in writing (mailed to a forwarding address if known or to the property in case the tenant is having their mail redirected), in person or over the telephone. If we are unable to contact the tenant, we may leave a notice on the front door of the property. For medium value goods worth between \$1,000 and \$20,000 PLH will give the tenant 28 days' notice before removal. For high value goods worth more than \$20,000, PLH will apply to NCAT for an order to remove the goods. If the goods are not collected within the timeframe given in the notice we will dispose of the goods or may sell them where this is allowed by law. No goods are to be given or sold to PLH staff or related parties to avoid any perception conflict of interest.

For personal documents, we will give the tenant notice that we will dispose of the documents if they are not collected within 28 days. Personal documents will be disposed of in an appropriate manner to protect confidentiality.

Reapplying for Housing Assistance

Under DCJ Housing Pathways, when an applicant for housing has been identified as being previously housed in social housing, their tenancy history will be reviewed to determine their eligibility for social housing or other PLH properties. Refer to Eligibility and Application Policy.

Rent References

A tenant will be eligible for a rental reference if:

- Rent was paid up to date and has been paid regularly for the previous six months
- No proven complaints have been received against the tenant
- Notice has been properly given
- Property has been left in an acceptable condition
- Keys have been returned to PLH.

Complaints and Appeals

If a tenant is not satisfied with a service provided by PLH or does not agree with a decision made that relates to this Policy, they should first discuss their concerns with their Housing Officer. If they are still not satisfied they can ask for a formal review. Refer Complaints and Appeals Policy.

This Policy is appealable. If a tenant is unhappy with the outcome of an appeal to PLH, they can lodge a second level appeal with the Housing Appeals Committee. The Housing Appeals Committee is an independent agency that reviews certain decisions made by community housing providers. For information on the Housing Appeals Committee call 1800 629 794 or go to www.hac.nsw.gov.au.

Related Documents

Residential Tenancies Act 2010
Residential Tenancies Regulation 2010
Arrears Policy
Access to Property Policy
Tenancy Responsibilities, Disputes & Behaviour Policy
Bonds Tenant Charges & property Damage Policy
Eligibility and Application Policy

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