

C1.12 End of Tenancy Policy & Procedure

1. Purpose

1.1 The purpose of this policy is to ensure that the landlords and tenants uphold their rights in accordance with the Residential Tenancies Act 2010 and the Community Housing Policy

2. Scope

2.1 This policy applies to all tenancies managed by CENSW and Co-operatives

2.2 This policy applies to all staff at CENSW

3. Definitions

3.1 CENSW – Common Equity NSW

3.2 Landlord – the person who grants the right to occupy residential premises under a residential tenancy agreement

3.3 Co-op – A Co-operative refers to the type of housing arrangement where the property is collectively managed by its residents in a Governance structure where tenants become ‘members’ of the co-operative and play an active part in running the organisation

3.4 Tenant – the person who has the right to occupy residential premises under a residential tenancy agreement

3.5 NCAT- NSW Civil and Administrative Tribunal

4. Responsibilities

4.1 Head of Co-operative Services – to ensure this policy and associated procedures are applied and committed to by the Co-operative Support Team

4.2 Co-operative Support Team Manager – to provide the team with timely policy-related support and guidance, to ensure familiarity with this policy and related procedures, to commit to following them accordingly and where relevant, promote the policy to their team.

4.3 Co-operative Support Team Officer – To apply this policy and provide tenants with appropriate information in relation to this policy

5. Policy

This policy aligns with the Residential Tenancies Act 2010 and covers some relevant regulations with key points:

5.1. Termination by Landlord – CENSW can end a tenancy by giving a termination notice. This can happen for various reasons, such as end of a fixed term agreement or breaches of the tenancy agreement

5.2. Termination by Tenant – Tenants can also end their tenancies by providing required notice and vacating the property. This includes situations like moving to another rental property or mutual agreement with the landlord

5.3 Termination Order – If a tenant does not vacate by a specified date, the landlord can apply to the NSW Civil and Administrative Tribunal (NCAT) for termination order

6. End of tenancy by tenant

If a tenant wants to end their tenancy agreement, they must give us the amount of notice required by law. The amount of notice needed will depend on the type of tenancy agreement e.g. fixed term or periodic agreement or the reason for the termination e.g. termination due to circumstances of domestic violence. More information about minimum notice periods can be found on the [Fair-Trading website](#)

We may agree to accept a shorter notice period from our tenant. The decision to accept a shorter notice period must be approved by the relevant Manager and Co-operative Services Team Officer

When a joint tenancy (i.e. where two tenants are both listed as tenant on the same Residential Tenancy Agreement) is ended by one tenant, we will terminate the tenancy, and arrangements can be made with the remaining tenant. This could include signing a new tenancy agreement for the current property or transferring the remaining household to a more suitable property.

7. End of tenancy by landlord

We may decide to end a tenancy for reasons as outlined below.

- The Tenant has breached the rules of their Residential Tenancy Agreement
- We will support the tenant to fix any issues before we decide to end the tenancy
- A tenancy will end when the tenant has breached the tenancy agreement more than once
- Where there is a serious breach of tenancy agreement or when there is violence to other people and/or serious property damage.

Other reasons to end a tenancy agreement are:

7.1 No Grounds Termination

There may be occasions when we will issue a 90 day, no grounds notice. We will only issue these notices in the following circumstances:

- Our head tenancy in a leasehold property has ended and we need to return the property to the landlord/owner.

If the tenant no longer meets the eligibility guidelines for a specific housing program (except where tenancies can be ended under the social housing eligibility clause under section 143 of the Act). The tenant has the right to appeal our decision about their eligibility.

- In exceptional circumstances when approved by the Group Executive, Customers. When we end a tenancy with a 90 day, no grounds notice, we will make sure that we follow procedural fairness by:
 - Giving the tenant an opportunity to be heard (this includes allowing the tenant to make written or verbal submissions) and
 - Making sure that all decisions are made fairly and without bias.

7.2 Tenant has Abandoned the Property

If a tenant has abandoned their tenancy, we may take immediate possession of the property or make an application to the NCAT to have the tenancy terminated. If we have reason to believe that a tenant has abandoned the property but are unsure, we may place a notice at the property and give the tenant 14 days to contact us or make an application to NCAT.

7.3 An Apprehensive Violence Order (AVO)

If a final AVO stops a tenant from accessing their property, the tenancy for that person is terminated. This does not end the tenancy of any other tenants who live in the property

7.4 Death of a Primary Tenant

When the primary tenant dies, and there are no other household members, the tenancy agreement is ended. The termination date can be before the end of the fixed term for fixed term agreements. If we give a tenant's legal representative a notice of termination, they can give us vacant possession at any time before the date specified in the notice of termination.

We will only charge rent up until the date the tenant died. The legal representative will be responsible for maintaining the tenancy until vacant possession is given. The legal representative must get approval for keeping the property for a longer period. We will consider these requests on a case-by-case basis. If approved, the normal rent

must be paid until the property is vacated and returned to us. There may be times when we seek costs for damage or other monies owed to us from an estate. These situations will be managed on a case-by-case basis as decided by the Co-operative and CENSW

If the tenant dies and there are other authorised household members living in the property, they may apply to take over the tenancy under our Succession Tenancy Policy.

7.5 Alternative Premises Offered

We may need to relocate a tenant from their current property for management reasons which could include:

- Under/Over Occupancy – The number of people in the household is not suitable for the property
- We need to sell or redevelop or renovate the property
- If we identify a specific housing risk or need for the tenant

If we need to end a tenancy due to management reasons, we will give the tenant offers for other housing that meets their needs (see our Allocations Policy for more information about 'Offers of Housing'). We may also help with the cost of moving.

We will always try to transfer tenants by agreement. However, if we offer a tenant reasonable offers of alternative housing and they decline those offers, we will take action to end their tenancy under section 148 of the Residential Tenancies Act 2010 (NSW) (known as the alternative premises ground). This includes giving the tenant notice that we intend to issue them a notice of termination because we have offered them an alternative premises, telling the tenant that they can apply for a review of our decision to issue a notice of termination and following the process for reviews under section 149 of the Residential Tenancies Act 2010 (NSW) and the 'Ministerial Guidelines for reviews under section 149 of the Residential Tenancies Act 2010 (NSW).

8. References

8.1 Residential Tenancies Act 2010

8.2 Succession Tenancy Policy

9. Variations

This policy can be reviewed and amended as required by Common Equity.

Name, Designation and Signature of Approver	Head, Cooperative Services (HCS)
Contact/Responsible Delegation	Cooperative Support Team (CST) Manager
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