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|--|---------------------------------------|---|--|
| Ending Tenancies by Legal Action Policy      |                                       | Tier: 3                                   |  |
|  |                                       | Revision: 1.0                             | Date Approved / Effective:<br>16/03/2023 |
| Prepared by:<br>Manager Business Performance | Reviewed by:<br>GM Housing Operations | Approved by:<br>Executive Management Team | Review Date:<br>16/03/2026               |

## 1. Purpose

This policy provides direction on under which circumstances Centacare Evolve housing will consider ending a tenancy by legal action.

## 2. Scope

This policy applies to all employees of Centacare Evolve Housing.

## 3. Definitions

|                             |   |
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| <b>Stay of legal action</b> | A ruling by the Court to stop or suspend a proceeding or trial temporarily or indefinitely. |
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## 4. Policy

Although we make efforts to ensure that tenancies are sustained, Centacare Evolve Housing will consider eviction where a serious breach of the tenancy agreement has occurred and where other actions have failed.

Ending a tenancy by legal action may also be pursued when we require a property for redevelopment, sale, renovation, re-allocation due to specific features or another purpose and the sitting tenant has refused an offer to move to a different home.

All Notices to Vacate and eviction processes are undertaken in accordance with The Residential Tenancy Act (1997) and other relevant legislative process.

All legal action and potential evictions must be approved by a Senior Tenancy Officer, the Tenancy Operations Manager or General Manager, Housing Operations.

### 4.1 Breaches of tenancy agreement.

A breach is where a tenant has acted in a way that is in conflict with the terms and conditions of the lease agreement. Centacare Evolve Housing views some breaches as more serious than others.

A serious breach would include:

- Severe damage to the property by the tenant, a family member or visitors.
- Actual or threatened violence towards others.

- Repeated and ongoing failure to pay rent.
- Repeated and consistent failure to keep the property clean and tidy.
- Use of the property for crime.

#### **4.2 Tenancy support**

Centacare Evolve Housing may continue to work with a tenant to fix the breach, even after legal action to end the tenancy has started. In some cases, if the tenant fixes the breach, legal action to end the tenancy will be stayed or withdrawn.

Legal action will not be withdrawn if the issues have been ongoing over a long period of time and the tenant repeatedly breaks their agreement or refuses to work with us. Threats, risks or abusive behaviour towards our staff will always be viewed as a serious breach of tenancy.

#### **4.3 Exit planning**

Where possible, Centacare Evolve Housing will try and limit the impact of eviction by developing an Exit Plan with the tenant. Exit plans provide referrals to alternative accommodation options and support to the tenant. It will also contain information on any money owed to us, and what they are required to do to avoid vacation maintenance charges. The plan will also outline the impact of having outstanding charges on their eligibility for future housing with us.

#### **5. Related Documents:**

- Tenant Charges Policy