

DISTRICT COUNCIL OF
KIMBA

2.25

**KIMBA PIONEER
MEMORIAL VILLAGE
TENANCY POLICY**



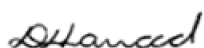
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DOCUMENT APPROVAL

This document has been endorsed and approved for use by:



Deb Larwood
CEO District Council Kimba

10/07/2024

Date

Document Version Control

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Change History

Version	Issue Date	Author	Reasons for Change
Draft 1	August 2010	D. Cearn	First Draft
2	April 2011	D. Cearn	Review following legal opinion
3	December 2016	J. Schaefer	Review and update
4	April 2019	D. Larwood	Introduction of two new two bedroom units and criteria in respect to the tenant selection process
5	October 2020	S Harris/E Maxwell	Review and update
6	September 2021	E Maxwell	Review
7	January 2023	D Larwood	Review and update
8	January 2024	E Maxwell	Review
9	July 2024	E Maxwell	Reviewed in line with Residential Tenancy Reforms (effective 01/07/2024)

2.25 KIMBA PIONEER MEMORIAL VILLAGE TENANCY POLICY

The District Council of Kimba applies the following rules for its Policy relating to tenancy at the Kimba Pioneer Memorial Village:

Aims

To provide an environment where people can live happily and safely;
To enhance the quality of life of Tenants;
To offer cost effective and flexible living arrangements.
To offer support and encourage a healthy lifestyle.

Philosophy

Council recognises a Tenant's need for dignity, privacy and independence.

Vision

The District Council of Kimba is committed to providing quality, affordable and independent accommodation and services to satisfy the needs of tenants at the Kimba Pioneer Memorial Village in order to promote dignity and self-respect.

Application for Tenancy / Registration of Interest

An Expression of Interest Form is provided to all persons upon request from the District Council of Kimba once a vacancy in the units becomes available.

Tenancy - Criteria for Selection

In order to establish an appropriate process to select a Tenant for the Kimba Pioneer Memorial Village, the following criteria may be considered in the selection process:-

Date of application for tenancy;
Capacity to meet financial obligations of tenancy;
Ability to integrate into the village and provide a positive influence;
History of previous living arrangements and referees provided as appropriate;
Generally, these units are required for persons over the age of 60 or with special needs.

Tenancy – Process for Selection

When a vacancy occurs for the tenancy of units at the Kimba Pioneer Memorial Village, the following process will be followed:

1. Expressions of interest will be called over a period of 3 weeks for a prospective tenant/tenants from persons interested in renting a unit.
2. Following the close of the Expression of Interest period an appropriately selected panel will assess applications against the criteria identified in this policy to determine, at the panels discretion, those

persons eligible to be included in a ballot. The panel will consist of the Chief Executive Officer of the Council and other administration staff as deemed necessary.

3. A ballot will be held in accordance with the following process:
 - a) For two bedroom units each applicant of a couple will receive one ballot paper and single applicants will receive one ballot paper.
 - b) For the remaining one bedroom units, an application by a couple will be entitled to one ballot paper and a single applicant will be entitled to one ballot paper.
 - c) A person independent of the process will be in attendance at the ballot draw.
 - d) The name of the person drawn first in the ballot will have the first entitlement to rent the available unit.

In the event that ongoing vacancies exist with the units at the Kimba Pioneer Memorial Village following the lodging of an Expression of Interest, an applicant may be offered tenancy of a unit directly subject to meeting the criteria identified in this policy.

Tenancy – Number of Tenants in each Premises

Each premise has either one or two persons who are the Tenants of that premise. Should there be any change to the number of Tenants to premises, this change must be made in accordance with the Residential Tenancy Periodic Agreement. This may require making a new Residential Tenancy Periodic Agreement.

Tenure

Tenure will be determined in accordance with the Residential Tenancy Periodic Agreement.

A resident will not be influenced to remain in a premise if they wish to vacate it. If a resident seeks to vacate premises, they must do so in accordance with their Residential Tenancy Periodic Agreement.

The District Council of Kimba reserves its right to terminate a tenancy pursuant to the Residential Tenancy Agreement.

Primary place of residence

It is anticipated that the units will be the primary place of residence for tenants and as such will be occupied at a minimum of 65% of the time.

Privacy

The resident has a right to exclusive occupation. A resident's premises is regarded as their own "personal space". The District Council of Kimba will only act in accordance with its rights and obligations as landlord pursuant to the Residential Tenancy Periodic Agreement.

Health and Welfare of Tenants

The District Council of Kimba will provide all reasonable maintenance of the Kimba Pioneer Memorial Village premises, specific fittings and equipment in each premise, and communal property for the reasonable satisfaction and comfort of the Tenant.

The District Council of Kimba does not provide health care to Tenants and Tenants will need to make their own arrangements for the provision of such services.

Tenant/s Right to Possession and Quiet Enjoyment

The District Council of Kimba recognises that all Tenants are entitled to quiet enjoyment of the premises without undue interruption and will not cause or permit any interference with the reasonable peace, comfort or privacy of a Tenant during their tenancy at the Kimba Pioneer Memorial Village.

All due and reasonable care will be taken to maintain a peaceful environment for Tenants.

Rental Increases

From time to time, Council may consider raising the current weekly rental amount across all units. Should this occur, the Council will notify tenants in accordance with the Residential Tenancies Act 1995 and rent will not be increased more than once in a 12-month period.

Right of Entry/Premises Inspections

Council Staff will conduct 6-monthly inspections of all units (internal/external) to ensure the premises are being kept in satisfactory condition and to address any maintenance concerns. Notice will be given to Tenants in accordance with the Residential Tenancies Act 1995 and written notice will be issued 7-28 days prior to the day of entry and an entry period of up to 2 hours. Inspections will not be carried out more than 4 times a year. Two Staff Members of Council are required to be present to conduct routine inspections of the premises. All other right of entry by the Council will be conducted in accordance with the Residential Tenancies Act 1995 provisions.

Smoke Alarms:

Smoke alarms have been installed in each unit for the safety of each tenant.

In the event of danger, all tenants are directed to vacate their premises and wait in safety until the Country Fire Service arrives to manage the situation.

Smoke alarms will be checked 6 monthly by District Council of Kimba.

Smoke Alarms are fitted in each unit and are tested on a six-monthly basis.

Residual Current Devices are installed in each unit and are tested on a six-monthly basis.

Fire blankets are provided in each unit in kitchen area.

It is the tenant's choice to provide their own fire extinguisher & emergency evacuation plan.

General Maintenance

General maintenance of the property, landscaped areas and each premise is undertaken by Council employees or in some cases Council's Contractor.

If a Tenant is aware of maintenance being required, they are asked to advise staff at the Council Office by phone on 0886 272 026 or in person between 9am and 5pm Monday to Friday. In the event of an emergency contact can be made with the Chief Executive Officer of the Council on 0427 102 535.

Gardens

Tenants have the opportunity to manage a small garden section as part of their premises if they choose to do so. If Tenants do choose to manage a small garden adjacent to their premises, Tenants will not be permitted to have an excessive number of pot plants.

Public garden areas are available to be enjoyed by all Tenants. Arrangements can be made on a short-term basis for assistance from Council with minor maintenance in individual garden areas.

Premises Management

The individual premises and the entire complex are owned, managed and administered by the District Council of Kimba.

Council is happy and willing to receive feedback concerning a tenancy.

Security of Premises

The District Council of Kimba will take reasonable steps to provide and maintain the locks and security doors in order to ensure the premises are reasonably secure. Neither the landlord nor the tenant will alter or remove a lock or security device without the consent of the other.

Master Keys to the premises are held by the District Council of Kimba. Written application must be made to Council for approval for the installation of any extra security device.

Security Lighting

Security lights in the grounds have been installed for the convenience of Tenants. Power and maintenance for these facilities are Council's responsibility.

Safety and Security Standards

Any Tenant having concerns about safety or security standards is urged to contact the Council Office. Council will make reasonable enquires to ensure that concerns are dealt with promptly and efficiently.

Smoking within a Premises Unit

Smoking is prohibited within the premises in accordance with Council requirements.

Premises Description

Each premises is equipped with the following:-

Smoke detector ;

Electric stove;

Built-in kitchen cupboards and shelving;

Shower (no bath);

Reverse cycle air conditioning;

Security screens – Master Key System;

Floor coverings;
Curtains and Interior Blinds;
Rain water connected to all Units;
Limited car-port space available (via the shared car shed adjacent to the units) – the two bedroom units have been provided with individual parking carports adjacent to each unit.

Although premises may vary due to the time of refurbishment, it is Council's intention to maintain a consistent standard of appliance and fitting that is installed in each premise.

VAST Boxes

Each resident is responsible for supplying their own television VAST box. In the instance repairs are required these are to be arranged and paid for by the tenant.

Keys

Each resident is given a set of keys. Residents are asked NOT to take copies of keys to the premises unless Council's approval has been given.

Should you lose your keys at any time, please notify Council. Assistance will be given to replace keys or to gain entry to the premises.

Master Keys to the premises are retained by Council.

Statutory Charges

The District Council of Kimba shall pay all statutory rates, taxes and charges imposed in respect of the premises.

Tenants will be responsible for electricity to their premises and all telephone rental and charges. The electricity for public lighting will be the responsibility of the District Council of Kimba.

Insurance

All personal property and possessions owned by the Tenant are the responsibility of the Tenant. The District Council of Kimba does not accept responsibility for any loss of property owned by a Tenant due to fire, theft, damage or other.

Tenants are urged to ensure that their insurance coverage is in order prior to taking up residency at the Kimba Pioneer Memorial Village.

The District Council of Kimba will keep its own buildings and property at the Kimba Pioneer Memorial Village insured at all times.

Telephone

All Tenants are able to take up the option of having a telephone service in their premises. If a Tenant does take this option, all costs are the responsibility of the Tenant.

Approval can be sought from Council to have a further telephone extension installed in a premise subject from Council. Council may attach a condition to consent, that being, that the cost of any works will be the responsibility of the Tenant and upon completion of the work, the additions, alterations or installation will become the property of Council.

Electricity

Electricity connection is to be arranged by the tenant and all ongoing service & supply charges are the tenant's responsibility.

If and when the tenant leaves, the electricity must be disconnected, and this is to be arranged by the tenant.

Repair of Fixture, Fittings and Structure of Premises

The Tenant shall notify the District Council of Kimba of any repairs necessary to fixtures, fittings and structure of the premises. The Tenant will notify Council by contacting the Council Office as above. The District Council of Kimba will make the necessary arrangements for repairs to be undertaken.

A Tenant may make their own arrangements for the repair of a privately owned asset (for example a television). However, the District Council of Kimba will not be responsible for the payment of work concerning privately owned asset.

Alterations/ Additions/ Installation of Items to the Premises

Pursuant to the Residential Tenancy Periodic Agreement, the Tenant must not, without Council's written consent, make an alteration or addition to the premises. This includes the provision of extra power points, telephone points, television reception dishes or ceiling fans.

Council may attach conditions to any consent given under this provision.

Visitors

A carpark for visitors is provided. Tenants are welcome to have relatives or friends visit and accommodated on a short-term basis.

Heating within the Premises

Open-bar heaters are not permitted in the premises. Oil or fan heaters can be used. Reverse cycle air conditioning is provided in every premise, and it is maintained by Council.

Open flames

The use of open flames, including candles and portable cooking units (e.g. gas camping stoves) is not permitted at any time.

No Emergency Lighting in the event of power failure

No 'stand-by power' is available at the premises. However, electrical power is always restored as soon as possible. The SA Power Networks information service telephone number for power failure is 131366.

Residents are advised to keep a reliable torch handy in case of lighting problems; self-charging torches are convenient for use in emergencies.

Carpets or Lino / Light Fittings

If a Tenant is not satisfied with the carpets / lino or light fittings of the premises, the Tenant may replace such furnishings at his/her own cost, subject to Council approval.

Council may attach a condition to the consent, that being that the cost of any works will be the responsibility of the Tenant and upon completion of the works, the additions, alterations or installation will become the property of Council.

Curtains

A Tenant may replace curtains provided in the premises by Council with curtains of their choice and seek reimbursement from the District Council of Kimba for 50% of the value up to an amount of \$500.00 being made available per premises, **subject to** mutual agreement that the curtains shall then become the sole property of Council.

If replacing curtains, it is necessary for a Tenant to: -

Return the curtains that are being replaced;

Acknowledge in writing that the curtains purchased for the premises will become the property of Council; and
Present receipts and documentation relating to the transaction when seeking reimbursement.

Keeping of Animals or Birds

Tenants may make an application in writing to the Council (Application form is available on the CBS Website) for the permission to keep an animal at their premises. If an application is made to Council for the Tenant to be given permission to keep an animal at their premises, Council will assess that application on its merits and respond in writing within 14 days of receiving an application.

Absence from Units

If tenants leave the premises for in excess of a week or go on holidays, it is advisable that they notify Council. This will allow the hot-water system to be turned off and due care taken of the premises. It would be appreciated if a contact number could be left with Council on any prolonged absence from the premises so that tenants can be advised should an issue arise that needs their attention.

Use and Storage of Gophers

The responsibility for and insurance of the gopher remains at all times the responsibility of the owner;

Gophers may be housed in the carpark facility providing there is an available space. First preference will be given to motor vehicles for space in the car park facility;

Gophers are not to be housed in the carparks that have the maximum number of cars already housed in the facility;

Gophers must be parked in a manner that does not impede persons walking on the path nor restrict access into the premise.

Rental Payments - Late

If a Tenant's rent is 5 days in arrears, Council, or an officer of Council, may make a telephone call to the Tenant to advise the Tenant that their rent is in arrears. If Council cannot contact a Tenant by telephone call, Council may consider contacting the Tenant in person or writing to them.

If a Tenant's rent is 14 plus days in arrears, Council may consider issuing a termination notice to the Tenant in accordance with the Residential Tenancies Act 1995 and the Residential Tenancy Periodic Agreement.

Bond

A bond of four weeks rent equivalent (\$340.00 for one-bedroom units, \$480 for the two-bedroom units) is to be paid in advance prior to moving into the unit. This can be paid directly to the Tenancies Bond Branch (using Residential Bonds Online 'RBO') or Council at the time of entering the lease agreement.

The Bond is held in Trust by Consumer & Business Services and must be lodged within two weeks of receiving full or part payment from a tenant.

An inspection will be conducted when the tenant leaves the unit and if the unit is acceptable then the bond will be reimbursed through CBS Bonds.

Availability

The Policy will be available for inspection at the Council's Principal Office during ordinary business hours at no charge and published on Council's website at www.kimba.sa.gov.au. Copies of this policy will be provided to interested parties on request.

Adoption

This policy was reviewed and adopted by the Council at its ordinary meeting held on Wednesday, 10th July 2024.

Appendices

1. Periodic – residential tenancy agreement.
2. Expression of Interest of Rental Property