



POLICY – 9.2 – Shire Housing – Tenancy Conditions

Relevant Delegation

N/A

Policy Statement

1. Guiding Principles –

- a) All tenancies of Shire owned/administered accommodation are subject to the requirements of the Residential Tenancies Act, and the agreement shall provide for the termination of the tenancy on termination of employment with the Shire.
- b) Inspection as per Tenancy Act provisions may be made by Chief Executive Officer or nominated representative
- c) Security and pet bonds may be paid by payroll deduction over not more than 3 full pays.
- d) Shared occupancy with a non-relative may be approved by Chief Executive Officer with or without conditions

2. General Conditions, to be included as part of the Tenancy Agreement –

- a) It is a condition of tenancy that the tenant who signs the lease agreement holds a permanent full-time position with the Shire of Menzies –
 - The Chief Executive Officer is not obligated to enter into a new agreement with an alternative member of the household
 - Termination of employment automatically terminates the Tenancy Agreement
- b) Persons other than the direct family of the person renting Shire accommodation (direct family being their spouse/partner or children), are permitted to stay in the house for a maximum of two weeks after which Chief Executive Officer's approval is required.
- c) Smoking inside the accommodation or within 5m of open doors or windows is prohibited
- d) Dogs are not permitted inside the accommodation, without written consent of the Chief Executive Officer.
- e) Power, gas, telephone etc, are the responsibility of the tenant, unless otherwise provided for by employment conditions etc.
- f) Unless stipulated in their employment contract, a security bond is to be paid, and held in accordance with the Residential Tenancies Act.
- g) Where the tenants propose to keep pets, a pet bond of \$200.00 is required
- h) Upon vacating the residence, it is required that the tenant will have thoroughly cleaned the premises, including professional carpet cleaning if appropriate, that there is no damage beyond normal wear and tear, and that utilities etc will be paid. Should cleaning or repairs etc beyond what is reasonable be

required, deduction will be made from the bond/s prior to refund to the tenant. Should the bonds not be sufficient to cover the costs, the Chief Executive Officer may issue an invoice to the tenant and recover the cost as a sundry debtor. Examples include –

- Washing walls, carpet cleaning etc to remove the smell of smoking or pet hair/fur, or if premises left in an untidy or unclean state etc
- Repairs of damage beyond normal wear and tear, such as holes in the walls, broken windows etc.
- Unpaid water, power, telephone accounts etc.

3. Temporary accommodation of former or non-employees –

Employee housing will not generally be available to non-employees, but may be agreed by the Chief Executive Officer in appropriate circumstances, such as –

- where a terminating employee wishes for members of their family to complete their own employment, school year etc,
- as short-term accommodation for contractors providing services to the Shire,

provided that –

- the residence is not currently required for employees, and is to be vacated within two weeks if subsequently needed,
- the period of occupancy as a non-employee is strictly limited,
- the period of occupancy is at prevailing market rental, and
- is not subject to staff subsidies.

– *End of Policy*

COMMENT

Formerly	Delegation 6, 29	Replaced 29 November 2012
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