



ESG Inclusive Homes

SDA Tenancy Agreement



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1. INVOLVED PARTIES

This SDA Tenancy Agreement is for Specialist Disability Accommodation under the National Disability Insurance Scheme (NDIS) and is between:

ESG Inclusive Homes Business Details	
ESG Inclusive Homes	ABN:
Telephone (Mobile):	Telephone (Work):
Street Number/ Name	Suburb:
State:	Postcode:

AND

Personal Details	
Given Name/s:	Surname:
Preferred Name:	Gender:
Telephone (Mobile):	Telephone (Work):
Email Address:	
NDIS Plan Number:	Plan Management Method:
Street Number/ Name	Suburb:
State:	Postcode:

2. LENGTH OF THIS SDA TENANCY AGREEMENT

This SDA Tenancy Agreement will be in effect from **ENTER DATE** for the duration of the participant's association with ESG Inclusive Homes, until we are notified otherwise in writing by the participant / nominated representative (see 'Ending this Agreement')

ESG Inclusive Homes agrees that you have the right to occupy your room and use the Shared Areas during the length of this Accommodation Agreement.

This SDA Tenancy Agreement will terminate automatically if you stop living at the property permanently.

3. THE NDIS AND THIS SERVICE AGREEMENT

This SDA Tenancy Agreement is made for the purpose of providing you with Specialist Disability Accommodation (SDA) under your National Disability Insurance Scheme (NDIS) or Continuity of Support (COS) plan.

The Parties agree that this SDA Tenancy Agreement is made in the context of the NDIS or COS, which are schemes that aim to:

- Support the independence and social and economic participation of people with disability; and
- Enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

If, from time to time, the provisions within this SDA Tenancy Agreement differ from any requirements specified by the NDIA in respect of Specialist Disability Accommodation, ESG Inclusive Homes agrees that it will satisfy, as a minimum, all such requirements set by the NDIA.

4. THE PROPERTY

You have sole use of [your bedroom/whole home] and are responsible for the cost and replacement of all furnishings within [your bedroom/whole home].

- Kitchen
- Bathroom
- Lounge Room
- Laundry
- Garage
- Outdoor Area, Corridors and walkways
- Other

5. ALTERATIONS TO THE PROPERTY

If you require any alterations to be made to the property for your use (e.g., the installation of ramps or hoists in the property), to the extent ESG Inclusive Homes agrees, in its absolute discretion, to make these alterations, you must pay ESG Inclusive Homes for the costs it incurs in making these alterations.

6. DAMAGE TO YOUR HOME

If your home becomes so damaged (e.g., by fire or flood) that it is no longer safe or practical for you to live there, ESG Inclusive Homes will write to you explaining either:

- How we will repair the damage to your home (and if required will work with the NDIA or Commonwealth Department of Health (as relevant) to find you another home during the repairs; and/or
- How we will work with the NDIA to find you another permanent home and end this SDA Tenancy Agreement.

7. REPAIRS AND MAINTENANCE

ESG Inclusive Homes has a *Planned Maintenance Schedule* to ensure that property assets are checked, serviced, and cleaned on a regular basis.

Should you notice that something is not working properly, or if something is broken, please complete a *Maintenance Request Form* (with support if needed) and submit this to the office. Maintenance requests are prioritized and scheduled and will be completed as soon as practicable.

For all urgent maintenance issues please contact our maintenance manager directly.

8. SAFETY

Your home is fitted with smoke detectors, and there are fire extinguishers and fire blankets fitted.

The building evacuation procedure is displayed near your front door, and you will practice a fire drill evacuation on a regular basis.

9. INSPECTION AND ACCESS

ESG Inclusive Homes can visit and inspect your home at any reasonable time, provided notice is given, as set out below. Repairs, cleaning, maintenance, upgrades, and renovations of shared areas can be done by ESG Inclusive Homes at any reasonable time. ESG Inclusive Homes will ensure notice is given where practicable.

Reason for Access	Notice Period
In an emergency, or to carry out emergency repairs of inspections	Immediate access
To carry out general repairs or maintenance	48 hours or 7 days for garden maintenance
To carry out any other works, including structural works or property upgrades	7 days
To show the room to a prospective resident after notice to terminate has been given	2-3 days' notice, within the 28 days prior to end of the SDA Tenancy Agreement
To carry out inspections	7 days
For any other reason	7 days

10. ACCOMODATION PAYMENTS

All details regarding accommodation payments are outlined below. Invoices are sent from ESG Inclusive Homes monthly.

Support	Description Of Support	Price/ Payment Information
[INSERT]	[INSERT]	[INSERT]

[INSERT]	[INSERT]	[INSERT]
[INSERT]	[INSERT]	[INSERT]

11. REASONABLE RENT CONTRIBUTION

You agree to pay the Reasonable Rent Contribution. The contribution is 25% of the base rate of the single Disability Support Pension that would apply to you, assuming you are eligible to receive the Disability Support Pension, together with your Commonwealth Rental Assistance payment. If you do not receive the CRA you can apply to Centrelink.

Due to the Reasonable Rental Contribution being a percentage, this amount is subject to change when either the amount of the Disability Support Pension and/or Commonwealth Rental Assistance change. You agree to pay the increase when notified by ESG Inclusive Homes who will let you know at least 28 days before the increase occurs. The increases are generally in (May and September) of each year.

Note: Where an office is supplied in a home, ESG Inclusive Homes will not pay rent for the area but will contribute to electricity, gas and water usage charges, equivalent to what one resident will pay (e.g., if five residents occupy a group home, ESG Inclusive Homes and each resident will pay one sixth of the utility usage charge (that is, the number of residents + Service Provider equals the number of shares a utility charge will be split into).

12. ABSENCES

If you are temporarily absent from the property for a period up to a maximum of 60 days (for example, if you go on holiday) you are required to tell ESG Inclusive Homes and are still required to make the accommodation payments detailed in this SDA Tenancy Agreement.

13. GOODS AND SERVICES TAX (GST)

If any supply made by a party under this SDA Tenancy Agreement is subject to GST, the recipient must pay an additional amount to the supplier that is:

- Equal to the consideration payable by the supplier for the relevant supply multiplied by the prevailing GST rate; and
- Payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.

Immediately upon payment of the consideration for a supply and this additional amount in respect of that supply, the supplier must provide the recipient with a tax invoice for the supply. In this section:

- GST means a goods and services tax imposed under the Goods and Services Tax Act 1999.
- Goods and Services Tax Act 1999 means a new tax system and related legislation and/or regulations, a consumption tax, valued added tax, retail turnover tax, or a tax of a similar nature
- Expressions used in this section and in the Goods and Services Tax Act 1999 have the same meaning as in the Goods and Services Tax Act 1999; and
- Except where expressly stated otherwise, all amounts referred to in this SDA Tenancy Agreement are exclusive of GST.

14. ESG INCLUSIVE HOMES RESPONSIBILITIES

ESG Inclusive Homes agrees to:

- Provide and maintain the property in a good state of repair (including to ensure that the property is reasonably clean before the start of this SDA Tenancy Agreement) and respond in a timely manner to requests for maintenance, having regard to the safety, security, and privacy of the occupants
- Ensure the property is fitted with adequate locks and security features to enable the home to be kept reasonably secure
- Take all reasonable steps to enable you to have quiet enjoyment of your room
- Do all things required to remain as a registered Specialist Disability Accommodation provider
- Treat you with courtesy and respect
- Give you information about managing complaints or disagreements
- Listen to your feedback and resolve problems quickly
- Protect your privacy and confidential information
- Write to you within five (5) business days if the contact details shown in this SDA Tenancy Agreement change
- Provide supports in a way that complies with all relevant laws, including the National Disability Insurance Scheme Act 2013, its rules, and the Australian Consumer Law
- Provide accommodation which complies with all relevant building codes, accommodation standards and all relevant laws
- Comply with all other standards, guidelines, and codes of conduct as applicable including the NDIS Terms of Business for Registered Providers of Specialist Disability Accommodation providing accommodation to NDIS SDA approved participants, or the relevant requirements of the Commonwealth Department of Health regarding the COS program
- Issue invoices to you as required under relevant consumer laws and if requested by you
- Have appropriate insurances in place for workers compensation, public liability, professional indemnity and home and contents insurance and to keep these insurances current during this SDA Tenancy Agreement; and
- Take all necessary steps to fulfil its obligations to workers and other people at the property under the work health and safety legislation.

15. YOUR RESPONSIBILITIES

You agree:

- To make the accommodation payments (see 'accommodation payments' below):
- To treat ESG Inclusive Homes and their staff and contractors with courtesy and respect
- To use the property for residential purposes only and not for any other purpose (including any illegal purpose)
- Not to intentionally damage your room or any other part of the property
- To respect other occupants and their right to treat the property as their home
- To notify ESG Inclusive Homes of any maintenance or repair work that needs to be done in your room as set out in attachment 6 - maintenance reporting process
- Notify ESG Inclusive Homes if you are planning any holidays or other absences; and
- To give ESG Inclusive Homes the required notice if you need to end the SDA Tenancy Agreement (see 'ending this SDA Tenancy Agreement below).

16. CONFLICT OF INTEREST AND RELATIONSHIPS

DELETE THIS SECTION WHERE THE SDA PROVIDER IS NOT PROVIDING SIL TO THE PARTICIPANT ALSO

ESG Inclusive Homes is both your SDA tenancy (accommodation) provider as well as your supported independent living provider.

ESG Inclusive Homes will provide you a separate service agreement for your SIL supports and for your SDA supports.

ESG Inclusive Homes is committed to the pro-active management and documentation of any perceived or actual conflicts of interests that may arise in the delivery of these services.

17. CHANGES TO THIS SDA TENANCY AGREEMENT

If changes to this SDA Tenancy Agreement are required, you (and/or your representative) and ESG Inclusive Homes agree to discuss and review this SDA Tenancy Agreement. You can ask for the NDIS support coordinator to be included in the discussion. The parties agree that any changes to this SDA Tenancy Agreement will be in writing, signed, and dated by the parties.

18. YOUR RIGHT TO END THIS AGREEMENT

If you wish to leave the property, you may end this SDA Tenancy Agreement at any time by giving ESG Inclusive Homes 60 days' notice in writing. You will be required to make all the Accommodation Payments until the end of your notice period, unless ESG Inclusive Homes agrees in writing that you do not have to.

19. WHAT IF ESG INCLUSIVE HOMES NEEDS TO END THIS AGREEMENT?

If ESG Inclusive Homes is required to end your SDA Tenancy Agreement for any reason, we will arrange a meeting with you, your family or carer, the property's SIL provider and any

other supporters you require. ESG Inclusive Homes will provide you with a minimum of 90 days' written notice and work with you to find a new property and SIL provider.

Reasons ESG Inclusive Homes may end your SDA Agreement include, but are not limited to:

- ESG Inclusive Homes has developed new accommodation for you to move to
- The accommodation no longer meets your support needs
- You no longer require Specialist Disability Accommodation; or
- The dwelling is no longer able to be used as Specialist Disability Accommodation.

If you are using the property for an illegal purpose, have not paid your required rental payment following overdue notices, are no longer funded for Specialist Disability Accommodation, or cannot be supported at the property without causing serious risk of harm to others, ESG Inclusive Homes may be required to end your SDA Tenancy Agreement by providing you with at least 28 days' notice in writing.

20. REMOVAL OF BELONGINGS

You will be required to remove your belongings by the date you leave the property or as required by ESG Inclusive Homes.

If you leave your belongings behind after ending this SDA Tenancy Agreement, ESG Inclusive Homes will hold your belongings for 30 days. ESG Inclusive Homes will try to contact you to let you know that you must remove your belongings within the 30 days. If you don't collect your belongings within 30 days, on the 31st day ESG Inclusive Homes may dispose of your belongings.

21. FEEDBACK, COMPLAINTS AND DISPUTES

ESG Inclusive Homes will give you a copy of their complaints/feedback policy if requested.

If you wish to give the Provider feedback, you can talk to **[INSERT CONTACT NAMES]**.

If you would like to request repairs or maintenance for your room or the home, you can talk to **[NAME]**, ESG Inclusive Home's **[TITLE]** on **[PHONE NUMBER]**.

If you are not happy with the accommodation and wish to make a complaint, you can talk to ESG Inclusive Homes.

If you have a dispute with another resident in the home and wish to make a complaint you can talk to **[NAME AND TITLE]**.

At any stage, either before during or after making a complaint to ESG Inclusive Homes, you are also able to make a complaint directly to the NDIS Quality and Safeguards Commission, as follows:

- Phoning 1800 035 544 (free call from landlines) or TTY 133 677 (interpreters can be arranged)
- Using the National Relay Service and asking for 1800 035 544; or
- Completing a complaint contact form to let the NDIS Commission on the Commission's website [here](#).

22. PRIVACY

ESG Inclusive Homes agrees to comply with all relevant Privacy Laws relating to the way it holds, uses, and shares your personal and health information (including your NDIS or COS plan).

ESG Inclusive Homes may ask that you sign a written consent form which allows ESG Inclusive Homes to share your personal and health information with relevant service providers or another person/entity involved in your care.

You do not have to sign this consent form. If you do sign, you can always withdraw your consent at any time.

If you do not provide your consent to share your personal and health information, it does not mean that ESG Inclusive Homes can't share your personal and health information, but without your consent, they must comply with the relevant Privacy Laws before they share your information.

AGREEMENT SIGNATURES

The parties agree to the terms and conditions of this Tenancy Agreement.

Signature of Participant/Representative

Name of Participant/Representative

Date

Signature of authorised person from ESG Inclusive Homes

Date

Copy provided to [PARTICIPANT OR OTHER PARTY] via hard copy/email [CROSS OUT
WHATEVER IS NOT APPLICABLE] on the [ENTER DATE].

