



Council Policy Manual

ACCOMMODATION-COUNCIL OWNED PROPERTY

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Policy

The Policy document is to be read in conjunction with the Accommodation -Council Owned Property Procedures document.

Council owns a number of houses which are maintained for use as an incentive to secure the services of suitable senior management employees, and to also facilitate accommodation to temporary staff / contractors and other 'community personnel' who are unable to find accommodation.

This arrangement contributes to a range of incentives designed to attract appropriate skilled staff to the Brewarrina Shire and to provide encouragement for them to remain in employment with the Shire on a long term basis.

Position descriptions will include wording to the effect "Staff housing will be negotiated to the successful applicant" for any of the positions listed in Appendix 'A' (of the Procedure Manual).

1. Ownership

All housing remains at all times the property of Brewarrina Shire Council.

2. Housing Standards

At present, Council owns a number of units and residences in Brewarrina, and Goodooga. These dwellings range in quality of amenity and maintenance levels from basic to executive accommodation.

3. Accommodation Review Panel

To exercise the requirements of this Policy is to a lot housing equitably and will be decided by the General Manager in consultation with the Human Resources Manager.

1. General Manager
2. Human Resources Manager

The panel shall meet when and as required. All requests regarding property maintenance shall be directed to Human Resource Manager in writing via Tr@cer Customer Action Request (CAR).

All enquiries regarding property matters (relating to rental) shall be directed to the Human Resource Manager in writing via the section manager in the first instance.

4. Rural and Remote Housing

Rural and Remote housing and discounted rental rates may apply.

Council can provide, by virtue of its remote location combined with existing taxation laws that apply to those locations, if it chooses, a remote housing exempt fringe benefit (non-taxable in the hands of the employee).

It needs to be acknowledged by eligible employees that the allocation of any Council housing to them, at the reduced rates in this policy, constitutes an exempt (from tax) benefit that they

are receiving from Council in addition to their wage or salary.

5. Rental

Rental charged to staff is to be calculated relevant to the actual costs associated with maintaining the council accommodation asset. All shortfalls in rental subsidy (negotiated by management) shall be covered by each Department's annual budget.

In addition to the rental charged the lessee has the opportunity to hire Council Furniture and/or lawn maintenance services. Refer to Procedures Manual.

All employees leasing a Council premises shall enter into a Council tenancy agreement (see Appendix 'F' in Procedures Manual) prior to occupying the dwelling. Short term lessee's shall use an agreement form (see Appendix 'G' in Procedures Manual) which is to be signed and returned to Council prior to occupying a vacant property.

Rental rates for all properties, (including furniture if applicable) will be adjusted upwards annually by 3%, such increase applicable from and included in the first pay period after the 1 July of each financial year.

All payments for staff rentals shall be collected fortnightly by direct salary deduction. All payments for short term rentals shall be paid in advance by two weeks.

5a. Allocation of Housing

also refer Appendix 'B' in Procedures Manual

Requests will be considered by the Accommodation Review Panel for any vacant housing. Requests shall be reviewed by the panel, taking into account the current staff staffing structure and vacancies that exist that will require housing to attract suitable staff. A temporary short term lease initially for a 3 month period (reviewed monthly) is able to be offered on the following terms:

- Staff: charged at 50% of the current estimated rental
- Non-Staff: charged at 100% of the current estimated rental.
- Casual rental for contracted employees: charged at 100% of the current estimated / 7 x no of days required (plus cleaning expenses).

Executive positions (3) may have housing negotiated within their salary package. This Policy is current to all negotiated salary packages except where a housing agreement is written into the approved contract that will take precedence over the policy. Rental rates for all properties, (including furniture if applicable) will be adjusted upwards annually by 3%, such increase applicable from and included in the first pay period after the 1 July of each financial year.

Council has no business plan to be involved in commercial real estate but due to vacancy rates of council housing at times houses and units may be offered to external sources at a commercial rate.

6. Furniture

Also refer Appendix 'C & D' in Procedures Manual

Council will hire general household furniture to Council properties if required by the lessee at a nominated fee and subject to approval by the Accommodation Review Panel and subject to availability and/or budgetary constraints, if any. General household furniture supplied will not include items of a personal nature such as towels, sheets etc which it is the responsibility of the lessee to provide.

Each item of furniture shall be rented to the lessee at a rate as calculated in Appendix 'C' Only the furniture listed in Appendix 'D' will be available to a lessee, anything outside of this list will be at the discretion of the Accommodation Review Panel and will be subject to an approved rental fee.

Rental rates for all furniture will be adjusted annually by 3% and will apply from the first pay period after the 1 July of each financial year.

Executive positions may have 'furniture' negotiated within their salary package.

If council provides fully furnished accommodation the furniture relocation benefits will not be applicable.

7. Property Maintenance

All properties leased to Council employees are to be kept in a neat and tidy condition and clear of rubbish at all times.

All general property maintenance relating to gardens and lawns is to be the responsibility of the lessee unless otherwise negotiated with council.

The lessee may enter into an agreement with Council to maintain the lawns of the property at a rate as calculated in Appendix 'E'. Garden beds, grassed areas, etc are the responsibility of the lessee in its entirety. Should the lessee not enter into an agreement for lawn care, then the lessee is responsible for mowing of lawns, edging of pathways, removal of rubbish, and general tidiness of the yard. The lawns are to be maintained, watered and mowed to council standards i.e.: lawns not to exceed 10cm and watered to conditions appropriate.

The general maintenance of the building is the responsibility of the lessee. This includes cleaning of windows, replacement of light bulbs, the cleanliness of the outside of the building, walls, ceilings, carpets and utility rooms (kitchen etc). See Clause 9 for Building Maintenance repairs.

In circumstances where the tenants are in premises for longer than 12 months, it will be mandatory that carpets be cleaned at the expense of the tenant at the termination of their lease.

Should the property be left in an untidy state, Council shall notify the lessee in writing regarding the state of the property. The lessee shall have 7 days to rectify the problems as stated in the notification. Should this not occur then Council reserves the right to perform any cleanup or maintenance works necessary and charge the tenant at 'actual costs'.

Council will maintain dwellings, gardens and lawns of accommodation leased to non-Council employees (short term lease), by agreement.

Executive positions may have 'property maintenance' negotiated within their salary package.

8. Pre-Tenancy Inspections

Before commencement of a long-term tenancy, a joint inspection of the condition of the property is to be carried out, a report prepared and signed by both the tenant and council's representative (Tenancy Officer). This report will form the basis for maintenance requirements and be available should any dispute arise in the future.

Short term tenancies will only require an inspection of the property by a Council representative to ensure that the property is clean, tidy and equipped with the required items. If electricity is connected in the councils name then the meter will be read prior to and upon ceasing the tenancy.

9. Periodical Inspections

Inspections of dwellings are to be carried out by Council's nominated officers and tenant in September and March of each year. Unsatisfactory conditions will be dealt with in accordance with this policy signed by the lessee.

A written report on all properties outlining any defects and repair costs shall be drafted, reviewed against budget and presented to the Environmental Health and Building Department for approval prior to undertaking any works.

10. Pets

In accordance with the NSW Tenancy Agreement – “Additional Terms” Section 44 if the Council does agree to allow pets to occupy the property then the following will apply:

- The number and type of pet is to be disclosed and approved by Council.
- The tenant will not keep any other animal (other than those listed in the agreement) without prior consent of Council. Consent is not automatic.
- The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

Any person who occupies a Council Property used as a dwelling shall ensure:

- That any pets are confined to the external yard area and that such animals shall not cause a nuisance or annoyance to abutting residents.
- The rear yard area shall be kept in a clean and sanitary condition at all times with regular cleaning and removal of animal waste.
- No pets or animals shall be kept or allowed entry to the dwelling including the laundry at any time except with the written approval of the General Manager and compliance with any imposed conditions or timeframes.
- Failure to comply with these provisions will result in immediate termination of the tenancy agreement.

11. Day to Day Maintenance

The lessee is to notify Council, in writing, of any building maintenance required to the dwelling or fittings and fixtures as faults occur. A Maintenance Request form is to be used for this purpose. Council will assess and attend to these matters, where agreed, as quickly as possible and dependent as budget allocation.

12. Emergency repairs- AFTER HOURS

After Hours emergency repairs required that affect the health and security of the tenants are to be reported immediately to council on-call who will arrange the necessary repairs to be completed.

13. Accommodation Subsidies

Where houses are not available to for the positions noted in Appendix 'A', as stipulated by Council, then the following shall apply:

- a. Where Council has no housing available on commencement of employment, for the positions noted in Appendix 'A' of the Procedures Manual, and the employee takes up a private lease agreement, a rental subsidy will be paid to the employee. The rent subsidy shall be negotiated with the Accommodation Review Panel. All bonds (Clause 18) are to be paid by the lessee.
- b. Council will not subsidize any employees, partner or family mortgages.
- c. Where Council has offered housing to any employee, which is not accepted by an employee, no rental subsidy will be payable by Council to that employee.
- d. If allocated housing is not available for new staff, entitled to accommodation as part of the employment agreement, Council accommodation may be found at a business house with the approval of the Accommodation Review Panel within Brewarrina for a short term (no longer than 3 months). An agreed rate will be determined between the staff member and the Accommodation Review Panel.

14. Utilities

The lessee (Council employee) is to be responsible for all costs associated with telephone, Cable TV, Free to Air TV, electricity, water, internet and gas during the term of the tenancy. Telephone, Cable TV, Free to Air TV, internet and gas supplies are to be connected by and remain in the name of the lessee for the term of the tenancy.

In all other circumstances (i.e. short term lease) the utilities (not including Cable TV and internet connection) will be in Council's name with the lessee responsible for all stated charges, excluding telephone.

Back-to-base alarms are available to be connected at the employee's expense if required. Audible alarms where fitted are included within the rental agreement.

Executive positions may have 'utilities' negotiated within their salary package.

15. Insurance

Council will maintain adequate public liability, property and contents insurance on Council owned furniture.

All tenants are advised to take out appropriate contents insurance on all privately owned goods and chattels.

16. Housing upgrades

Major works required to upgrade a dwelling will only be undertaken after independent assessment, costing and approval by Council, such works will be carried out whilst the dwelling is vacant whenever possible. Where a tenant is required to vacate to enable urgent major works to be carried out, Council is to meet all costs of temporary relocation including removal or rental costs as applicable less their current rental costs. This will only occur where the works are considered urgent.

17. Damage

All staff that enters into a lease agreement with Council for a Council Property agrees that any unlawful/willful damage to the property (and furniture if applicable) outside the normal wear and tear of daily use, shall be replaced at the lessee's expense.

Any break-in attempts (successful or not) to be immediately reported to Brewarrina Police and also to the council on-call (after Hours), or the Environmental Health and Building Department (office hours) at the earliest convenience.

17a. Behaviour

All staff that enter into a lease agreement with Council for a Council Property agrees that any unsocial behavior will not be accepted. Any unacceptable actions by the lessee or visitor of the residence are a serious breach. Council reserves the right to end this agreement with the lessee. Such actions by the lessee or visitor to the property will led the lessee receiving a written letter from Council outlining the breach plus a suitable time to vacate the premises.

18. Vacating the Premises

When leaving a property, it is to be left in a clean and tidy state. NSW Fair Trading Residential Tenancy Agreement Report checklist is a checklist that lists all the items that require cleaning prior to an inspection being carried out by Council's representative.

The employee may choose to engage a professional cleaner to clean the dwelling and a private contractor to undertake the yard maintenance prior to leaving. The employee needs to advise the Tenancy Officer regarding who the contractor/s are prior to any engagement which will be subject to council approval.

19. Bond

A bond shall be applicable to rental properties owned by Brewarrina Shire Council. In the event of long term leases, the equivalent of four (4) weeks unsubsidised rent shall be withheld at the cessation of the employee's employment. Subject to the property (and furniture if applicable) being returned to Council in a satisfactory state through a property inspection by employee and Council's representative, the withheld funds shall be returned to the employee by the next available pay period.

Any subsequent damage found through the joint inspection shall result in the required funds being withheld from the final payment to cover all costs to rectify the damage.

Bond will be lodged with a rental bond authority and document will be held by the Tenancy Officer. Executive positions may have payment of bond negotiated within their salary package.

20. Disputes

Where a discrepancy occurs between Council's policy and the tenancy agreement, Council's policy shall prevail.

The Accommodation Review Panel shall attempt to resolve any disputes in accordance with Council policy.

Any unresolved issues will be referred for determination by the General Manager and Mayor for independent assessment.

21. No Smoking in Council Owned Properties

Council adheres to a strict no smoking policy inside Council owned properties and failure to comply with this policy may result in the termination of this lease agreement.

22. Definitions

Short Term Lease	A lease to any person, business or company that will not exceed three (3) months in an unbroken period.
Long Term Lease	a lease to a Council employee for a period of greater than 3 months in a Council owned property,
Lessee	the person who is responsible for the Council owned property and is accountable for all damage, visitors, additional tenants or privately hired trade persons,
Negotiated Salary	an employment contract made between the General Manager (or Council) and a prospective employee,
Executive Staff	(3 positions) General Manager, Director of Corporate and Community Services, Director Technical Services,