

ESG Inclusive Homes

Tenant Handbook

Our Company Guide

TABLE OF CONTENTS

Welcome Letter	4
Our Mission, Vision, and Values	5
Mission	5
Vision	5
Values	5
What are the NDIS, SDA and SIL?	6
What is the National Disability Insurance Scheme (NDIS)?	6
What is Specialist Disability Accommodation (SDA)	6
What is SDA funding?	6
What is Supported Independent Living (SIL)?	6
What is the difference between SDA and SIL?	6
Our Responsibilities	7
Your Rights	7
House Rules	8
Rent, Bond, and Payments	8
Rent	8
Rental Increases	8
Rental Bond	8
Other Payments	8
What if I go on a Holiday?	8
How do I make my Rent Payments?	8
Repairs and Maintenance	9
How do I request property repairs or alterations?	9
How long will repairs or alterations take?	9
What if repairs are needed because of damage caused by me?	9
Rent Arrears	9
Maintenance Timeframes	9
Property Inspections	10
Tenant Damage	10
Disability Modifications	10
Tenant Initiated Alterations or Modifications	10

Visitors and Additional Occupants		
Tenancy Breaches	11	
Landlord Breaches	11	
Pets	12	
Smoke Detectors	12	
Electrical Safety	12	
Rubbish	12	
Gas	12	
Telephone and Internet	13	
Household Contents and Insurance	13	
Gardens	13	
Water Use	13	
Keys	13	
Ending your tenancy	13	
Advocates	14	
What is an advocate?	14	
Who can be your advocate?	14	
How do we work with advocates?	14	
Privacy	15	
Incidents	15	
What is an incident?	15	
How do we manage incidents?	15	
Complaints	16	
How to make a complaint	16	
Ways to make a complaint	16	
What happens next?	16	

Welcome Letter

Welcome to ESG Inclusive Homes!

Thank-you for selecting us as your Specialist Disability Accommodation (SDA) provider and welcome to your new home!

This Tenant Handbook is designed to provide you with:

- Information about ESG Inclusive Homes and useful contact information if you have any questions or concerns; and
- Information regarding our obligations to you and your responsibilities.

This Employee Handbook is not a standalone document and is intended to be used in conjunction with all other relevant policies and procedures and documentation.

If you would like further information not included in this Tenant Handbook, please contact us via:

- Email: <u>patrick.wilsmore@experiencesocialgrowth.com;</u> or
- **Ph:** 0418 163 945

Once again, welcome to ESG Inclusive Homes - We look forward to working together!

Warm regards,

Patrick Wilsmore

Founder & Managing Director

Our Mission, Vision, and Values

Mission

Our mission is to support participants by providing valuable support services with a holistic and respectful approach to ensure best health outcomes.

We adopt a collaborative and strength-based approach within our multidisciplinary team to ensure that we are continuously providing support and care that promotes independence, freedom of choice and positive community connections in a safe and non-discriminative environment.

Vision

Our vision is to provide comprehensive and tailor-made person-centred support to participants with honesty and respect to empower participants to fulfil their goals and live a life of their choosing.

Values

Our values are centred around our staff, participants and their families or guardians:

- Respect For all aspects of an individual's life including their values, beliefs, culture and right to freedom of expression, self-determination and decision-making and privacy and confidentiality
- Honesty We always provide open and transparent care and support
- Empowerment We value the goals and dreams of our participants and encourage individual choice and control
- Understand We value excellent communication skills to make sure our participants feel heard and understood and promptly take steps to raise and act on matters that may impact the quality and safety of supports and services provided to participants
- Safe and Harmonious Working Environment We offer a workplace that provides support, guidance, and acceptance to staff and participants; and
- Development and Improvement We always work to improve our services and value feedback of any kind.

What are the NDIS, SDA and SIL?

What is the National Disability Insurance Scheme (NDIS)?

The National Disability Insurance Scheme (NDIS) is the new way for the government to provide support to Australians with disability, their families, and carers. More information can be found at: www.ndis.gov.au/understanding/what-ndis

What is Specialist Disability Accommodation (SDA)

Specialist Disability Accommodation (SDA) is one of the supports that may be funded under the NDIS. SDA describes a dwelling that has specialist designs for people with very high needs or a location or features that assist the delivery of supports.

What is SDA funding?

Eligible participants may receive SDA funding to cover the cost of providing specialist design features within a home. SDA funding is paid directly to the registered SDA provider. SDA funding is for the dwelling only - it does not cover support costs (such as Supported Independent Living), which are assessed and funded separately by the NDIS.

Eligible NDIS participants who have SDA funding in their NDIS Plan can choose their required SDA property from the available supply of SDA properties in the market.

What is Supported Independent Living (SIL)?

Supported Independent Living (SIL) is help with and/or supervision of daily tasks to develop the skills of an individual to live as independently as possible. These are the supports provided to people with disability in their home, regardless of property ownership, and can be in a shared or individual living arrangement. You have the choice to engage a SIL provider to support you to live as independently as possible in your dwelling.

What is the difference between SDA and SIL?

SDA is the home an individual lives in, while SIL is the disability supports delivered in that home to help maintain independent living.

Our Responsibilities

ESG Inclusive Homes will:

- Maintain the property in a good state of repair to ensure the property is safe and secure.
- Take all reasonable steps to ensure you have peace and comfort in your property.
- Treat you and your family with courtesy and respect and listen to any feedback or complaints you may have.
- Provide solutions quickly to any problems or issues that may arise.
- Respond in a timely manner to requests for repairs and maintenance.
- Ensure the property is fitted with adequate locks and security features.
- Ensure the property is enrolled with the National Disability Insurance Agency (NDIA) as SDA.
- Ensure that tenancy related notices are adhered to, and you are made aware of your right to seek a review of a decision.
- Take all necessary steps to fulfil our obligations to workers and other stakeholders at the property in alignment with work, health, and safety regulations.
- If there is a need to replace the SIL provider at the property, ESG Inclusive Homes will assist you in the process as outlined in this Tenant Handbook.
- Provide the required notice if we need to end your SDA Tenancy Agreement.
- Always protect your privacy and confidential information
- Contact you within five business days if our contact details change.
- If required, we will consult with you to obtain a good match of co-residents when there is a vacancy to be filled at your residential location.
- If required, we will consult with you and work with your SIL provider if there are behaviours of concern at your residential location that are interfering with your quality of life.

Your Rights

As an individual using our services, you have rights that you should be aware of. ESG Inclusive Homes adopts a policy of non-discrimination regarding eligibility and entry to services. ESG Inclusive Homes will assist each participant to:

- Have access to supports that promote, uphold, and respect your legal and human rights
- Exercise informed choice and control
- Freedom of expression, self-determination, and decision-making.
- Access supports that respect your culture, diversity, values, and beliefs
- A service that respects your right to privacy and dignity
- Be supported to make informed choices which will maximise independence
- Access to accommodation and supports that free from violence, abuse, neglect, exploitation, or discrimination

- Receive supports which are overseen by strong operational management
- Access services which are safeguarded by ESG Inclusive Homes' well-managed risk and incident management system
- Receive services from team members who are competent, qualified and have expertise in providing person-centred supports; and
- Consent to the sharing of information between providers during the transition.

House Rules

Tenants are expected to:

- To take care of the property and to keep the property clean, neat, and presentable
- To respect your fellow housemates and neighbours
- To not make any alterations/ modifications without permission from ESG Inclusive Homes
- To not use or permit the property to be used for an illegal purpose to pay rent on time as stipulated within the SDA Tenancy Agreement
- To leave the property in a similar condition to when you moved in, except for normal wear and tear; and
- To not sublet the property

Rent, Bond, SDA Funding and Payments

Rent

Rent is calculated at the following rates: **Reasonable Rent Contribution**

- 25% of the Disability Support Pension
- Plus any rental allowance or assistance which is given by the government

Rental Increases

Rent increases may occur twice per year aligned with any changes to your Disability Support Pension (DSP). ESG Inclusive Homes will provide 14 days' notice of any increases that will occur in your rental payments.

Rental Bond

No rental bond is required for SDA.

SDA Funding

Your new home is funded under the NDIS line item for SDA(Specialist Disability Accommodation). Your NDIS SDA funding is paid directly to your SDA Provider to cover the building and maintenance costs of your home.

An **SDA Provider** will need to understand your level, category and amount of SDA funding in your plan to ensure you have the appropriate level of funding for the build class and category of your home and any ongoing repairs or maintenance.

An **SDA Provider** will need to have access and approval to draw down on the SDA component of your NDIS plan to cover the above associated property costs once you enter your home.

Other Payments

You will also be required to pay for all utilities (electricity, water usage, gas, water, and internet) as well as your own personal groceries, medication, and other household supplies.

You will also be required to pay for any property damage which isn't classed as general wear and tear.

What if I go on a Holiday?

If you go on holiday or if you are temporarily absent from the property for a period, up to a maximum of 60 days, you are required to tell ESG Inclusive Homes and are still required to make your agreed rental payments.

How do I make my Rent Payments?

Rental payments can be made through:

- Your Trustee and/or Guardian if you are under financial management
- A self-managed direct debit payment system
- Direct deposit by your family or guardian into the ESG Inclusive Homes account, and/or;
- CentrePay.

Repairs and Maintenance

How do I request property repairs or alterations?

A repair or alteration can be requested by speaking to your SDA worker or by contacting ESG Inclusive Homes by email or phone using the details below:

- patrick.wilsmore@experiencesocialgrowth.com; or
- 0418 163 945

On receiving a request for maintenance, ESG Inclusive Homes will:

- Assess if the repair is an urgent, routine, or planned repair and will let you know a timeframe for completion
- Contact a tradesperson for you and give the tradesperson or agent/owner your contact details so they can make an appointment with you to come and do the work.

Wherever possible, ESG Inclusive Homes will physically sight completed repairs to make sure the work is satisfactory. If you have a concern regarding a contractor or the quality of repair work, please let us know so we can address the issue.

How long will repairs or alterations take?

Each repair or alteration request will be assessed on an individual basis and consider the health, safety, and wellbeing of all participants.

What if repairs are needed because of damage caused by me?

If you intentionally damage or destroy any part of the property, you may be required to contribute to the cost of repairs. We carefully assess each case of damage.

Maintenance Timeframes			
Type of Repair	Description	Timeframe	
Emergency/ Urgent	Loss of services such as water, hot water, electricity	Attended to within 24 hours	
Routine Repairs	Responsive maintenance where something has broken but is not an emergency	3 - 7 days	
Non-Urgent	Items not listed elsewhere that have no immediate security or safety impact	Within 21 days	
Planned	Painting, replacement of floor coverings	As per Asset Management Plan	
Cyclical	Pest control, smoke alarms, gutter clean and other items that are checked on an annual basis	Annually and/or as scheduled	

Property Condition Report

The Residential Tenancies Act requires ESG Inclusive Homes to provide the tenant with a completed condition report. It is the tenant's responsibility to provide ESG Inclusive Homes a copy of the condition report with their comments within 7 days of the start of the SDA Tenancy Agreement.

The condition report is an important piece of evidence if there is a dispute over the bond at the end of the SDA Tenancy Agreement.

Property Inspections

ESG Inclusive Homes is entitled to inspect the premises if you are provided with at least 7 days written notice. No more than 4 inspections can be completed in any period of 12 months.

ESG Inclusive Homes will carry out an inspection on your property at least once a year. This inspection is to assess the condition of the property and allow ESG Inclusive Homes to address any issues that may arise.

Tenant Damage

If you break or damage any fixture, fitting, or other part of the property, you are responsible for its repair or replacement.

Please report the issue to ESG Inclusive Homes as soon as you can. We can assist with coordinating the repair on your behalf and discuss ways of covering the cost. A payment plan can be arranged to help with payment.

Disability Modifications

If your needs change because of health or disability, we may be able to modify your existing housing. ESG Inclusive Homes will request an Occupational Therapist report that outlines your disability needs and the changes that are required.

If the property cannot be modified, we will support you to explore housing options that may be better suited to you. Please contact us for more information.

Tenant Initiated Alterations or Modifications

Tenants cannot make any modifications to the fixtures and fittings of a property including ovens, blinds, doors without first seeking approval from ESG Inclusive Homes in writing.

ESG Inclusive Homes is required to seek approval and report any modifications under our contractual arrangements, and therefore we may require additional information from you to make the approval process as smooth as possible.

From time to time, a tenant may ask for permission to make a small change or add a fixture to the property at their own expense, to increase their comfort and security. The tenant must first seek written consent from ESG Inclusive Homes before adding a fixture or making any upgrade, alteration, or addition. If a tenant makes an alteration without consent, they are breaching the terms of the SDA Tenancy Agreement.

ESG Inclusive Homes may apply to the tribunal for orders that the tenant comply with the agreement and restore the premises to the previous condition.

ESG Inclusive Homes will not unreasonably refuse to give the tenant consent to add a fixture or to make a change that is of a minor nature. Examples of some common types of requests which may be considered reasonable include:

- Installing additional window safety devices for small children Having an extra phone line connected
- Connecting to the National Broadband Network; and/or
- Putting a reasonable number of picture hooks in the wall.

Generally, an added fixture or change made by the tenant is at their expense, unless ESG Inclusive Homes agrees otherwise.

Tenants are expected to remove any additions/modifications made and restore the premises to previous condition. If ESG Inclusive Homes paid for the modification or alteration, then the tenant is not allowed to remove it without ESG Inclusive Homes consent.

Visitors and Additional Occupants

Friends and relatives who visit tenants residing in ESG Inclusive Homes properties for social or holiday purposes are not regarded as additional occupants, they are regarded as visitors.

The SDA Tenancy Agreement each tenant signs states how many people can live at the property. Any changes to the household need to be advised within 28 days.

Tenancy Breaches

It is the responsibility of every tenant to make sure they meet expectations set out in the SDA Tenancy Agreement. This includes being responsible for members of the household and visitors.

The most common tenant breaches are:

- Rent arrears
- Causing a disturbance to others; and/or
- Unauthorised actions covered by the SDA Tenancy Agreement (E.g., making alterations to the property, keeping a pet without permission, sub-letting the property, neglect, or damage to the property

Rent Arrears

If you are unable to pay your rent, please contact ESG Inclusive Homes immediately. We adopt a sensitive approach to managing arrears and understand that you may experience financial issues during your tenancy. Our aim is to engage with you to better understand the root cause of the rent arrears and work together to reach an affordable repayment plan and wherever appropriate link you to support services.

Landlord Breaches

It is the right of the tenant to request that ESG Inclusive Homes as their landlord meet the expectations set out in the SDA Tenancy Agreement. The tenant should request ESG Inclusive Homes remedy the breach and if not satisfied with the outcome, they may apply to the tribunal for an appeal.

The most common landlord breaches are to do with:

- Failure to respond to maintenance within a reasonable timeframe; and/or
- Failure to provide adequate notice periods for inspections

Pets

All tenants living in ESG Inclusive Homes SDA accommodation who wish to have animals must adhere to the Companion Animals Act 1998 and the by-laws set by their local Council, Body Corporate (if applicable) and Co-operative. The tenant cannot keep any animal on the premises without the consent of ESG Inclusive Homes.

Smoke Detectors

It is a requirement of every SDA Tenancy Agreement that:

- The landlord will install and maintain smoke alarms according to the standards in the Environmental Planning and Assessment Regulation 2000
- Neither the landlord nor the tenant shall interfere with the operation of a smoke alarm without a reasonable excuse.

If a smoke alarm gives 'false alarms' (e.g., triggered by cooking, do not remove the battery, or disable it), it is the responsibility of the tenant to contact ESG Inclusive Homes and ask that the alarm be tested, potentially moved to a more suitable location, or replaced with a different style of alarm.

It is a requirement of every SDA Tenancy Agreement that the tenant is responsible for replacing batteries in all smoke alarms during the tenancy. It is recommended that the batteries are changed at least once a year to prevent failure in the event of a fire. In addition, smoke detectors are usually designed to 'beep' or 'chirp' to alert you to a low battery, so please keep an ear out and change the battery as required.

Electrical Safety

Tenants are responsible for the cost of connection and use of electricity. Any faults with the wiring or the meter are the responsibility of ESG Inclusive Homes and should be reported as soon as the fault is noted.

Rubbish

Tenants are not charged for the normal weekly rubbish collection using the Council bins. Tenants will also not be charged for anything left out on Council 'clean up' days (within the Council rules). Removal of dumped/excessive garbage left on common areas will be charged to Tenants.

If you are moving out, talk to ESG Inclusive Homes about the possibility of organising a Council clean up. If this is not possible, you will be charged for any rubbish left behind.

Gas

Tenants are responsible for the cost of connection and use of gas. Any faults with the gas pipes or meter are the responsibility of ESG Inclusive Homes and should be reported as soon as the fault is noted.

Telephone and Internet

All ESG Inclusive Homes properties are fitted with working telephone lines. Tenants are responsible for the costs of connection, calls, internet, line, and handset rental charges. Internet connection and satellite TV are the responsibility of the tenant.

Household Contents and Insurance

ESG Inclusive Homes insures the property itself but tenants are responsible for insuring their own contents against fire, theft, or other damage.

Gardens

Maintenance for common area gardening is the responsibility of ESG Inclusive Homes. Tenants are required to look after their own private gardens/spaces.

Water Use

ESG Inclusive Homes asks that you use water carefully and be aware of state water restrictions. If a tap is leaking or left running a lot of water is wasted and the bill will be higher. Report leaking taps as soon as you notice them to minimise excessive water usage.

If ESG Inclusive Homes wishes to charge you for water, this charge will appear as a separate amount on your fortnightly rental invoice and will be outlined in the SDA Tenancy Agreement.

Keys

ESG Inclusive Homes agrees:

• To give each tenant named on the Residential Tenancy Agreement a copy of the key (or other opening device/information) to open any lock or security device for the premises and any common property that tenants are entitled to access

Ending your tenancy

Tenancies can end in several ways. Generally, to end your tenancy you need to provide written notice to ESG Inclusive Homes. The legal notice period required will be different depending on the situation.

Situation	Notice Period
Tenant initiating to end the tenancy at the end of the fixed term period	Minimum 14 days' notice
Tenant initiating to end the tenancy after the fixed term period	Minimum 21 days' notice
Tenant or Tenant's dependent child are in circumstances of domestic violence	Immediately (a domestic violence termination notice is to be provided to the Landlord and each co-tenant)
CENSW initiating the end of tenancy as the tenant is in breach of the agreement or is 14 days or more behind in rent	Minimum 14 days' notice
CENSW initiating the end of tenancy at the end of the fixed term agreement	Minimum 30 days' notice
CENSW initiating the end of tenancy after the fixed term period has expired and no new agreement has been signed	Minimum 90 days' notice
CENSW initiating the end of tenancy at the end of the fixed term agreement (SDA tenants only)	Minimum 90 days' notice or shorter notice if required to address risks of harm to the participants or others

A Termination Notice must:

- Be in writing
- Be signed and dated
- Be properly addressed; and
- Give the day on which the SDA Tenancy Agreement is terminated.

Tenants are responsible for ensuring that all their belongings are removed from the property at the end of the tenancy.

Advocates

What is an advocate?

An advocate is a person who will listen to you and help you make decisions about the support and services you receive. An advocate is there to give you a voice when you are not sure that yours can be heard.

An advocate will speak up on your behalf when choices are being discussed and make sure that organisations providing you support understand your needs and respect your rights.

Who can be your advocate?

You can ask anyone that you know well and trust to be your advocate, this may include a member of your family or a friend. You may want someone independent, a professional from a formal advocacy service. If you are not sure who to choose to be your advocate, talk to us.

How do we work with advocates?

ESG Inclusive Homes will:

- With your permission, provide your advocate with all the information they need to ensure that we and any other service providers are acting in your best interest
- Work closely with your advocate and involve that person in the planning of services that will be provided for you; and
- Ensure team members understand the role of an advocate and will also promote the use of advocates as a support person for people who receive services from us.

ESG Inclusive Homes will make sure your advocate is invited to:

- Consultation meetings
- Person-centred planning meetings and reviews; and
- Other relevant meetings or conferences.

Privacy

We understand that privacy is important to you, therefore it is important to us. The following information will explain how we handle your personal confidential information and how your information is stored.

When you first come to see us, we will give you a consent form that outlines how we access, store, and share data. By signing this consent form, you give us your permission to contact other service providers and professionals or caregivers, which you have worked with in the past, to gather any information that will help us to better support you.

Giving us the opportunity to collect this information from other service providers will tell us what has and what has not worked for you in the past. The more we understand about your situation, the more we can do to make sure we give you the best service experience that we can provide. However, we will only contact these people after we get your consent to do so.

We will not share any information that you give us or that we collect from other service providers without getting your permission first. Our team members will, of course, have access to your information as well as any relevant authorities, but only if we (or they) are concerned with your immediate health and wellbeing. If your health and wellbeing become a concern, we may also share your information with your legal guardian or caregiver, but only if requested.

If for any reason you choose to stop using our services, your information will be destroyed as soon as is practicable - unless we are required to store your information by law. If you have any further questions about how your personal information is handled or would like to request your files, please contact us via:

- patrick.wilsmore@experiencesocialgrowth.com; or
- 0418 163 945

Incidents

What is an incident?

An incident can include anything that has or has not been done or an event or event that has happened in relation to the provision of our services that has, or could have, caused harm. Our Incident Management procedure involves identifying systemic issues in our practice and continually trying to improve the way we offer support and services.

How do we manage incidents?

ESG Inclusive Homes will record any incident that occurs while you are a tenant of a ESG Inclusive Homes SDA dwelling. Incidents are to be documented within 24 hours of the incident happening using the 'Incident Report Form'. Reportable incidents include those that have, or are alleged to have, caused death, serious injury, abuse, neglect, or any restrictive practice to the person with disability. These types of incidents are reported to the NDIS Commission by ESG Inclusive Homes within 24 hours of the incident.

ESG Inclusive Homes will arrange for the necessary support and assistance to anyone affected by the incident. Every incident is thoroughly investigated by the business, focusing on improving outcomes for any person with a disability affected by the incident. These investigations drive the process of continual improvement in the services we provide to you.

Anyone affected by the incident will be included in the handling and resolution of the incident. This includes taking into consideration your views about whether the incident could have been prevented, how well the incident was managed and what could be done to prevent similar incidents from happening again.

Complaints

How to make a complaint

Please let us know if you are not happy with your accommodation, support, or services that you have received and what we can do to improve your experience with us. We can arrange for interpreters and different communication to assist you through this process.

Ways to make a complaint

- Talk to ESG Inclusive Homes directly
- Tell your Support Worker or someone you trust so they can address it with ESG Inclusive Homes
- Notify ESG Inclusive Homes us via:
 - o patrick.wilsmore@experiencesocialgrowth.com; or
 - o 0418 163 945
- You can contact the NDIS Quality and Safeguards Commission at any time
 - 1800 035 544
 - www.ndiscommission.gov.au

What happens next?

We will give you the time to explain what the problem is and listen to your suggestions about how we can address your concerns. Sometimes it might take longer than one discussion to resolve an issue. We ask that you fill out a *Feedback, Compliments and Complaints Form* so we can work with you to navigate all the issues, investigate your concerns completely and work out a fair and reasonable solution to the problem. After completing the written complaint, the process will involve:

- Giving you a letter confirming that we received your written complaint Keeping you informed of the progress
- Letting you know in writing of the result of this process, making sure to explain any decisions made about your complaint
- If we are not able to resolve your complaint within 21 working days, we will let you know how long we believe the process will take and continue to keep you informed as we work to resolve your complaint.; and
- If you feel that your complaint has not been resolved in a way that you had expected, then you can make a complaint to the NDIS Commission. The NDIS Commission is independent and is there only to protect the interests of people who use the support and services of any NDIS Service Provider.