



**BIRRIBEE
HOUSING**



Birribee Tenancy Leases Policy and Procedure

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Contents

1. About this document	3
1.1 Purpose of this policy	3
1.2 Scope and context of the policy	3
1.3 Terms and definitions.....	3
1.4 Related documents	4
1.5 Relevant legislation, regulations or standards.....	4
2. Tenure Review.....	4
2.1 Probationary Lease.....	4
2.2 Fixed Term Leases	5
2.3 Periodic Leases	5
2.4 Factors that may impact on a lease	5
2.5 Lease Income Review Criteria	5
2.6 Household Circumstances Review	6
2.7 Tenant History Review	6
2.8 Tenant Visit Review	6
2.9 Tenant entitlement and Obligations	6
2.10 Transitional Housing	7
3. Complaints and appeals	8
Document information	9
Notice of liability	9
Copyright	9



1. About this document

1.1 Purpose of this policy

The purpose of this policy is to explain the types of leases offered by Birribee Housing and how it is applied tenancies.

This policy and procedure apply to all tenancies managed by Birribee Housing, including those managed on behalf of the Aboriginal Housing Office (AHO), Homes NSW, Aboriginal Local Land Councils and other asset owners.

1.2 Scope and context of the policy

This policy applies to all new tenancies with Birribee.

Birribee Housing tenants commence their tenancy with a Probationary Lease, it is acknowledged that Homes NSW as the primary government agency has indicated an intent to move away from Fixed Term leases as a standard offering but is yet to action this, once implemented Birribee will update this policy.

The Probationary Lease aims to build a good understanding of the rights and obligations of tenants at the start of the tenancy. Before the end of the Probationary Lease, Birribee Housing will determine if the tenant has abided by the terms of their tenancy agreement and will either extend the Probationary Lease a further 6 months or approve a Fixed Term or Periodic Lease.

Periodic leases do not have a set end date. The lease continues as long as the tenant lives in the property, provided the tenant meets the terms and conditions of their lease and any over-arching eligibility requirements that may be set by the property owner.

When Birribee Housing completes a lease review, we will write to the tenant to advise them of the outcome.

1.3 Terms and definitions

These definitions apply to the interpretation of the terms used in this document.

Term	Meaning
Probationary Lease	A Probationary Lease is a 6-month or 12-month tenancy and is a technically a short fixed-term lease, enabling new tenancies to be monitored to ensure tenants are meeting their obligations under the Residential Tenancies Act 2010.
Periodic Lease	Periodic (or Continuous) Leases do not have a set end date. The Periodic Lease continues as long as the tenant lives in social housing, provided the tenant meets the terms and conditions of their lease.
Fixed Term Lease	A Fixed Term Lease is a tenancy agreement that runs for a set time. Generally offered in 2, 5, or 10 years.

**Tenant**

The person who signed the Residential Tenancy Agreement

Other household members

People other than the tenant who have been approved by Birribee Housing to live in the property.

Assessable income

The household income to be included when assessing the rent charge. In summary, assessable income includes:

- Income from statutory payments
- Wages or casual earnings
- Earnings from self-employment
- Any assessable supplement payment

1.4 Related documents

- Birribee Housing Arrears and Debt Management Policy
- [Birribee Housing Complaints and Appeals Policy](#)
- [Homes NSW Rent Policy](#)
- [Homes NSW Fixed Term Leases and Reviews](#)

1.5 Relevant legislation, regulations or standards

- [Residential Tenancies Act 2010](#)
- [Aboriginal Housing Act 1998](#)

2. Tenure Review

2.1 Probationary Lease

New Birribee Housing tenants are offered a 6 or 12 month Probationary Lease agreement. The aim of Probationary Lease agreement is to:

- emphasise the need for tenants to meet the conditions of their lease agreement
- identify tenancy issues and intervene as early as possible to help tenants successfully maintain their tenancies
- identify support needs and refer tenants to appropriate services

Before the end of the Probationary Lease Birribee Housing will determine if the tenant has abided by the terms of their tenancy agreement to become eligible for a Fixed Term or Periodic Lease. If the terms of the tenancy agreement have not been met, then an extension of the Probationary Lease for a further 6 months may be applied or in serious cases seek to end the tenancy.

The lease extension, Fixed Term or Periodic Lease commences when Birribee Housing issues a notice under Section 142 of the Residential Tenancies Act 2010 (Extension of community housing tenancies), advising the tenant that Birribee Housing has extended the term of their lease for another 6 month period or have approved



the lease to become a Fixed Term or Periodic Lease. Tenants will not be required to sign a new tenancy agreement.

2.2 Fixed Term Leases

Fixed Term Leases run for a set time and have a lease period of 2, 5 or 10 years. Fixed Term leases of 2 years will not be required to go through a probationary lease period.

2.3 Periodic Leases

Periodic Leases do not have a set end date. The Periodic Lease continues as long as the tenant lives in community housing, provided the tenant meets the terms and conditions of their lease. Birribee Housing seeks to offer Periodic Leases where available as it provides a higher degree of housing security.

2.4 Factors that may impact on a lease

In some circumstances where Birribee Housing manages a tenancy on behalf of an asset owner who sets income eligibility limits on lease renewal, Birribee Housing may offer a 6 month lease extension to tenants who exceed the income limits at lease review if they demonstrate a severe and continuing need to stay in community housing. These cases will be reviewed on a case-by-case basis.

2.5 Lease Income Review Criteria

The following lease review criteria are the criteria for eligibility assessments of community housing tenants approved by the Minister for Housing under Section 144 of the Residential Tenancies Act 2010.

The criteria for undertaking a lease review are based on a tenant's assets (property, and income where required by the asset owner(s)) as outlined below:

Property

The tenant is eligible if they or their partner/spouse does not own or part own property or real estate that that they can live in or sell.

Income

For tenancies that Birribee Housing manages on behalf of another asset owner and there is an income eligibility requirement, the tenant is eligible if the household:

1. Has a total weekly assessable income that is less than or equal to the set weekly income limit at lease review for a household. This can be based on the tenant's current household size and type; or
2. Has a total assessable income for the year preceding the lease review date that does not exceed the income limit for lease review for a household of the tenant's current size and type, or
3. The tenant has not met the income tests of 1 and 2 above but can otherwise demonstrate that their need for housing qualifies them for an exemption.



2.6 Household Circumstances Review

If the tenant has had a change of the household circumstances that may affect the tenant's tenure review or eligibility they will need to complete and submit the Change of Circumstance Application form. This form must be reviewed and assessed prior to the completion of the tenure review.

2.7 Tenant History Review

A review of the tenancy history is an important part of the tenure review and will be conducted within the last two months of the tenant's tenure period. The tenant history review includes the following elements for assessment:

- Any record of tenancy breaches
- Occupancy of property
- Repaying former debt
- Maintaining rental and other tenancy accounts

2.8 Tenant Visit Review

A tenant visit is conducted as the final process in a Birribee Housing Tenure Review and is generally conducted six weeks before the end of the tenant's tenure period. During the visit Birribee Housing will:

- discuss any issues the tenant may have meeting the conditions of their lease agreement
- give the tenant a chance to talk about any concerns they may have about the tenancy
- identify if the tenant needs support and refers them to appropriate services
- discuss repairs and maintenance and property care

The tenant visit assists in the determination of a successful tenancy, all elements are considered when making the final recommendation and determination.

2.9 Tenant entitlement and Obligations

All Birribee Housing tenancy agreements are regulated by the rights and obligations contained in the Residential Tenancies Act 2010.

Birribee Housing may take action to end the tenancy under the Residential Tenancies Act 2010 where there has been:

- Repeated/persistent cases of rent arrears and/or repayment arrangements not being kept
- Intentional damage to the property, neighbouring properties or common areas
- Persistent and/or serious incidents of antisocial behaviour, where the behaviour has not been rectified despite attempts from Birribee Housing to take steps to address the situation
- Substantiated subsidy fraud
- A combination of any of the above.



2.10 Transitional Housing

Birribee Transitional Housing properties are not eligible for longer Fixed Term (2, 5 or 10 years) or Periodic Leases. Tenants in Transitional Housing properties will be offered a shorter Probationary Lease of 3 months, with 3 monthly renewal options through to the maximum term of the Transitional Housing property (12 or 18 months).

The review and renewal process will be like the process applied above (2.1, 2.4-2.9), just on a shorter and repeating cycle.

Where the tenant is jointly supported by Birribee's homelessness program, the participation and progress through the case plan will be considered in the review process. If the Tenant is supported by another provider they will be requested to contribute to the review process.



3. Complaints and appeals

If a tenant is not satisfied with our service or does not agree with a decision we make, they can ask for a formal review. Further information is available in the [Birribee Housing Complaints and Appeals Policy](#).

If a tenant is unhappy with the outcome of an appeal to Birribee Housing, they can lodge a second level appeal with the Housing Appeals Committee. The Housing Appeals Committee is an independent agency that can review certain decisions made by Community Housing providers. For information on the Housing Appeals Committee, call 1800 629 794 or go to <https://www.hac.nsw.gov.au/home>



Document information

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