



**BIRRIBEE
HOUSING**



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Rental arrears and debt management policy



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1. About this document

1.1 Purpose of this policy

This policy sets out how Birribee Housing manages rent arrears and other tenancy-related debts across its housing portfolio.

It establishes clear, consistent and transparent practices for managing and recovering rent and tenancy-related charges, while supporting tenants to sustain their tenancies and meeting the requirements of the Residential Tenancies Act 2010.

The objectives of this policy are to:

- provide a clear framework for the timely and effective management and recovery of rent and other tenancy-related charges
- identify and address arrears and other debts early, before they escalate
- promote sustainable tenancies by working with tenants to resolve arrears wherever possible and minimise the risk of tenancy termination
- treat tenants fairly, consistently and equitably, while recognising rent as a priority household expense
- meet Birribee Housing's obligations under the *Residential Tenancies Act 2010* and other relevant legislation
- support Birribee Housing's financial sustainability and its continued provision, maintenance and growth of safe, secure and affordable housing
- manage and recover all amounts due to Birribee Housing in accordance with legislation, tenancy agreements and organisational policies.

1.2 Scope of the policy

This policy applies to:

- All tenants and former tenants of Birribee Housing
- All staff responsible for tenancy management and rent collection.

Tenants living in properties managed by Birribee Housing are legally responsible to pay tenancy charges. These may include rent, water charges, tenant charges due to damages and any debt from a former tenancy.

This policy does not include the full range of internal decision making or authorities which are consistent with the Delegations Schedule. Staff should consult with the Delegations Schedule in the performance of this policy.

1.3 Terms and definitions

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

Term	Meaning
Arrears	Rent or non-rent charges that are overdue and unpaid in accordance with the Residential Tenancy Agreement.



Term	Meaning
Debt	Any amount owed to Birribee Housing by a current or former tenant, including rent arrears, unpaid water usage charges, Tenant Damage Charges and other tenancy-related charges.
Other Household Members	People, other than the Tenant or an Adult Additional Occupant, who are approved by Birribee Housing to live at the property.
Tenant	A person named as a tenant in the Residential Tenancy Agreement and legally responsible for meeting the obligations of that agreement, including payment of rent and non-rent charges.
Adult Additional Occupant	An adult, other than the Tenant, who is listed on the tenancy and approved by Birribee Housing to live at the property. Their assessable income may be included when calculating income-based rent in accordance with the Birribee Housing Rent Policy and Procedure.
Former Tenancy	A tenancy that has ended. Amounts remaining unpaid at the end of the tenancy are managed as former tenancy debt.
Tenant Damage Charges	Non-rent charges applied to a tenant's account for repairing damage to the property for which the tenant is responsible, excluding fair wear and tear.
Appeal	A request by a tenant for Birribee Housing to formally review a decision, including a decision about rent, non-rent charges, arrears or debt, in accordance with the Birribee Housing Complaints and Appeals Policy.
Specific Performance Order (SPO)	An order made by the NSW Civil and Administrative Tribunal (NCAT) requiring a tenant or landlord to meet a specified obligation under the Residential Tenancy Agreement or the <i>Residential Tenancies Act 2010</i> .
NSW Civil and Administrative Tribunal (NCAT)	The independent tribunal that determines residential tenancy disputes in New South Wales and may make legally binding orders.
Notice of Termination (NOT)	A formal written notice issued under the <i>Residential Tenancies Act 2010</i> stating that Birribee Housing proposes to end a Residential Tenancy Agreement. The notice specifies the grounds for termination and the required notice period.

1.4 Related documents

- Birribee Housing Rent Policy and Procedure Policy
- Birribee Housing Complaints and Appeals Policy
- Responding to Tenant Needs Policy and Procedure
- Ending a Tenancy Policy and Procedure

1.5 Relevant legislation, regulations or standards

- [Residential Tenancies Act 2010](#)
- [Housing Act 2001 \(NSW\)](#)



- Community Housing Providers (Adoption of National Law) Act 2012 (NSW)

2. Arrears and Debt Management

2.1 Why do we need the Policy?

Rent is the main source of income for Birribee Housing. Failure to collect rent directly impacts on our ability to continue to deliver our services and to assist clients with their housing needs. We are committed to taking a fair and consistent approach when dealing with rent arrears and other debts. When a tenant's account goes into arrears, we recognise the importance to support them to resolve the problem and value the retention of tenancies.

2.2 Arrears management

2.2.1 Overall approach

Under the Residential Tenancy Agreement, tenants must pay rent and non-rent charges when due and maintain their tenancy accounts in accordance with the agreement.

Tenants must maintain a rent account balance of at least 14 days in credit. A balance below this level is a breach of the Residential Tenancy Agreement. An account is in arrears when a payment remains unpaid after its due date under the agreement.

Tenants are responsible for:

- paying rent and non-rent charges on time and keeping their accounts up to date
- ensuring that approved adult additional occupants contribute towards rent in accordance with their assessed obligations
- managing household payment arrangements so that rent and other charges are paid consistently.

Birribee Housing regularly monitors rent and non-rent accounts to identify arrears early and provide timely support. This includes:

- reviewing tenancy accounts across all housing portfolios each week
- identifying accounts that have fallen into arrears
- contacting tenants as early as possible to discuss the arrears and agree on practical steps to address the outstanding balance.

Birribee Housing recognises that financial hardship may arise. When arrears are identified, Birribee Housing will consider the tenant's circumstances and work with them to identify appropriate support. Support may include:

- negotiating an affordable repayment arrangement
- referring the tenant to relevant financial, tenancy or other support services
- providing support in accordance with the ***Responding to Tenant Needs Policy and Procedure***.



2.2.2 Birribee Housing's commitment to supporting tenancies

Birribee Housing is committed to working proactively with tenants to keep rent accounts up to date and prevent or reduce rent arrears and housing-related debt. Birribee Housing will:

- explain tenants' responsibility to pay rent and non-rent charges in full at the start of the tenancy and, where necessary, during the tenancy
- provide regular rent and non-rent account statements, including statements requested by tenants
- review rent every six months and notify tenants of any change within 21 days, by post and, where possible, by phone
- use clear, effective communication informed by industry good practice and, where appropriate, behavioural insights
- consider effective arrears and debt-reduction strategies used by the Aboriginal Tenants Advice and Advocacy Service (ATAAS) and other community housing providers
- contact tenants promptly when a rent account falls into arrears and document all contact attempts
- offer accessible payment options, including Centrepay and bank transfer, at tenancy sign-up and on request
- encourage tenants with an inconsistent payment history to use the Centrepay rent deduction service
- encourage tenants to raise concerns about rent and non-rent charges with their Tenancy Officer as early as possible
- where appropriate, refer tenants to external financial or support services, including Centrelink, the Local Aboriginal Land Council or ATAAS.

Staff responsibilities

Tenancy Officers must follow up promptly when rent or non-rent accounts fall into arrears and document every contact attempt. Contact may be made by phone, text message, email, written correspondence or a visit to the tenant's home.

If rent or non-rent charges remain unpaid for more than 14 days, Birribee Housing will issue a Notice of Termination. The notice may be withdrawn if the arrears are paid in full or the tenant complies with an agreed repayment plan. Tenants experiencing financial hardship are encouraged to contact their Tenancy Officer as soon as possible to discuss an affordable repayment arrangement.

If a tenant does not engage with Birribee Housing, or the arrears exceed 21 days, Birribee Housing may apply to the NSW Civil and Administrative Tribunal (NCAT) to formalise a repayment arrangement. Where an existing repayment arrangement has been breached, Birribee Housing may seek termination of the Residential Tenancy Agreement.

2.2.3 Repayment plan options and support

Tenants with debt from a current or former Birribee Housing tenancy must enter an arrangement to repay the outstanding amount.

Birribee Housing will seek to resolve rent arrears, non-rent arrears and other outstanding tenancy-related debt directly with the tenant by negotiating a repayment plan. The plan must be affordable for the tenant and acceptable to Birribee Housing, having regard to the total amount owed.



Where a tenant has substantial debt or is experiencing broader financial hardship, Birribee Housing may discuss referral options, including financial counselling, material aid and other relevant support services.

The minimum weekly repayment amount will be based on the household's income and a formula regarding length of time to repay the debt. In establishing the repayment plan, Birribee Housing will consider the household's financial circumstances, essential living expenses and any factors that contributed to the arrears or debt.

Wherever possible, a repayment plan should be established before NCAT proceedings commence. This is a more cost-effective approach for us and it also avoids the need for tenants to attend a tribunal hearing which can be an intimidating experience for some tenants who may have experienced or witnessed negative contact with the justice system. If the tenancy is more than 21 days in arrears, Birribee Housing may apply to NCAT to formalise the repayment arrangement.

2.2.4 Supporting tenants to meet their financial responsibilities

If a rent account is more than 14 days in arrears, Birribee Housing will issue a Notice of Termination advising the tenant that they are in breach of their obligations under the Residential Tenancies Act. If the account is more than 21 days in arrears, Birribee Housing may apply to the NSW Civil and Administrative Tribunal (NCAT) for a Specific Performance Order (SPO) to formalise an affordable repayment arrangement that is acceptable to Birribee Housing, having regard to the amount owed.

Birribee Housing will seek to understand the reasons for the arrears and offer appropriate tenancy support. With the tenant's consent, this may include referral to:

- an Aboriginal or mainstream tenancy advocacy service
- brokerage or material-aid services that can assist with arrears, food or other essential needs
- financial counselling and other relevant support services.

Before an NCAT hearing for an SPO, Birribee Housing will seek to agree on an informal repayment plan with the tenant. The aim is to simplify the process, clarify what the tenant must do and support them to remain in their home.

Birribee Housing's person-centred approach supports tenants to contact their Tenancy Officer easily and discuss, in confidence and with transparency, their financial circumstances and any factors affecting their ability to pay.

Birribee Housing will consider individual circumstances and cultural obligations, and may exercise discretion where appropriate. Open communication between tenants and Tenancy Officers is encouraged so that suitable repayment arrangements and supports can be put in place to help sustain the tenancy.

If a tenant does not comply with an SPO or repayment agreement and has not contacted Birribee Housing, the Tenancy Officer will attempt to make contact by phone and a visit to the tenant's home to understand the circumstances. If the tenant does not engage, Birribee Housing may return to NCAT for breach of the Residential Tenancy Agreement and may seek termination of the tenancy.

Birribee Housing recognises that tenancy termination is distressing and does not pursue this outcome lightly. Its primary objective is to provide stable, affordable housing and to make every reasonable effort to help tenants sustain their tenancies, ultimately the purpose of this policy and the early intervention approach in arrears management is to have a partnership approach with tenants to prevent this from being an outcome.



3. Debt owed at the end of a tenancy

As a tenancy is ending, the tenant is responsible for ensuring the property accounts with Birribee are suitably settled and that the property is in a reasonable state – please see the *Ending a Tenancy Policy and Procedure*. Any outstanding charges for the tenancy or new charges incurred due to assessed tenant damages will be provided to the Tenant.

Birribee will seek to develop a repayment arrangement with the Tenant in relation to these charges and where required will seek an order from NCAT for recovery of the funds. Outstanding debts can be prohibitive to Birribee transfers and result in the Tenant being listed as a less than satisfactory, or unsatisfactory former Tenant on Housing Pathways – limiting housing opportunities in the future until it is satisfactorily resolved.

4. Debt collection methods

Birribee Housing will use reasonable communication methods to engage current and former tenants in establishing repayment arrangements. Depending on the circumstances, contact may be made by phone, text message, email, post or a visit to the tenant's home. All contact attempts will be documented to support procedural fairness and give the tenant a reasonable opportunity to enter into a repayment arrangement for rent arrears, non-rent arrears or other housing-related debt, including debt remaining after a tenancy ends.

If Birribee Housing has exhausted reasonable attempts to engage a current or former tenant in a repayment arrangement, it may consider referring the outstanding debt to an external debt collection agency. Any referral must be authorised by the Chief Executive Officer.

Birribee Housing recognises that referral to an external debt collection agency may have significant consequences for the affected person and will not make this decision lightly. In deciding whether referral is appropriate, Birribee Housing will balance the tenant's circumstances with its responsibility to collect rental income, maintain existing homes and invest in additional safe and affordable housing for Aboriginal people.

5. Complaints and appeals

If a tenant is dissatisfied with Birribee Housing's service or disagrees with a decision about the management of arrears or debt, they may request a formal review. Further information is available in the *Birribee Housing Complaints and Appeals Policy*.

If a tenant is dissatisfied with the outcome of an appeal to Birribee Housing, they may lodge a second-level appeal with the Housing Appeals Committee. The Committee is an independent body that reviews certain decisions made by community housing providers. For more information, call 1800 629 794 or visit the [Housing Appeals Committee website](#).



Document information

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