

Inala

Supported Disability Accommodation (SDA) Tenancy Agreement



SDA Tenancy Agreement

For Specialist Disability Accommodation under the
National Disability Insurance Scheme or Continuity of Support Program

Parties

This **SDA Tenancy Agreement** is for *[insert name of Participant]*, a participant in the National Disability Insurance Scheme (**you**), and is made between:

You or your representative

[Insert name of Participant and Participant's Representative if involved and Representative's relationship to Participant]

And

SDA Tenancy Provider

INALA
ABN: 22 000 434 364
SDA registration number 4-3LLK-634
PO Box 122 Cherrybrook 2126
(02) 9680 1000

Length of this SDA Tenancy Agreement

This Accommodation Agreement will start on [day, month, year] and continue until you or Inala ends the agreement (see 'Ending this Accommodation Agreement').

Inala 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.

The NDIS and this SDA Tenancy Agreement

This SDA Tenancy Agreement is made for the purpose of providing you with Specialist Disability Accommodation 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 or the Accommodation Provider, Inala agrees that it will satisfy, as a minimum, all such requirements set by the NDIA.

The Property

You have sole use of your bedroom and are responsible for the cost and replacement of all furnishings within your bedroom

The Shared Areas in the property that you can use are:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Kitchen Room | <input checked="" type="checkbox"/> Bathroom(s) | <input checked="" type="checkbox"/> Lounge |
| <input checked="" type="checkbox"/> Laundry | <input checked="" type="checkbox"/> Garage | |
| <input checked="" type="checkbox"/> Outdoor Area Corridors and walkways | | |
| Other _____ | | |

Alterations to the property

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

Damage to your home

If your home becomes so damaged (for example by fire or flood) that it is no longer safe or practical for you to live there, Inala will write to you explaining either:

How they 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, or

Work with the NDIA to find you another permanent home and end this Agreement.

Repairs and Maintenance

Inala has a 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.

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.

Inspections and Access

Inala can visit and inspect the shared areas at any reasonable time. Repairs, cleaning, maintenance, upgrades and renovations of the shared areas can be done by Inala at any reasonable time. Inala will ensure notice is given where practicable.

Inala may need to enter your bedroom from time to time, and must give you notice as set out below:

Reason access is required	Notice period
In an emergency, or to carry out emergency repairs or inspections	Immediate access
To carry out general repairs and maintenance	24 hours
To carry out any other works, including structural works or property upgrades	24 hours
To show the room to a prospective resident after notice to terminate has been given	48 hours
To carry out inspections	48 hours
For any other reason	48 hours

Accommodation Payments

All details are outlined in your SDA service agreement and Schedule of Agreed, Inala Provisioned, non NDIS funded supports. Invoices for rent are sent monthly

Accommodation Payments

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 as set out in Attachment 3. If you do not receive the CRA you can apply to Centrelink

Because your Reasonable Rental Contribution is a percentage, it will 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 Inala 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, Inala will not pay rent for the area but will contribute to electricity, gas and water usage charges, equivalent to what one resident will pay, eg. if five residents occupy a group home, Inala 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). .

Absences

If you are temporarily absent from the property for a period of time up to a maximum of 60 days (for example, if you go on holiday) you are required to tell Inala, and are still required to make the Accommodation Payments detailed in this agreement.

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:

- a. equal to the consideration payable by the supplier for the relevant supply multiplied by the prevailing GST rate; and
- b. 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 GST Act.
- **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* 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 GST Act have the same meaning as in the GST Act.

Except where expressly stated otherwise, all amounts referred to in this SDA Tenancy Agreement are exclusive of GST.

Record Keeping

Inala agrees to keep full and accurate accounts and financial records of all payments made by you, repairs, maintenance or insurance records for your home and any complaints which they have received for five years from the date each record is received.

If you would like to view these records held by Inala, you can make a request in writing to Inala's Finance Manager finance@inala.org.au

Inala will provide you access to view the records they hold within 7 days of your request, unless to do so could or would breach the law.

Responsibilities of Inala

Inala 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 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 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 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.

Your Responsibilities

You agree:

- to make the accommodation payments (see 'Accommodation Payments' below);
- to treat Inala 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 Inala of any maintenance or repair work that needs to be done in your room as set out in Attachment 6 - Maintenance Reporting Process;
- notify Inala if you are planning any holidays or other absences; and
- to give Inala the required notice if you need to end the SDA Tenancy Agreement (see 'Ending this SDA Tenancy Agreement below).

Conflict of Interest and Relationships

Inala is both your SDA tenancy (accommodation) provider as well as your Supported Independent Living Provider.

Inala will provide you a separate service agreement for your SIL supports and for your SDA supports.

Inala 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.

Changes to this SDA Tenancy Agreement

If changes to this SDA Tenancy Agreement are required, you (and/or your representative) and Inala 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.

Ending This SDA Tenancy Agreement

Your right to end this Agreement

If you wish to leave the property, you may end this Agreement at any time by giving Inala 90 days notice in writing. You will be required to make all the Accommodation Payments until the end of your notice period, unless Inala agrees in writing that you do not have to.

Inala's right to end this Agreement

Before giving you notice to end this Agreement for any reason, Inala must arrange a meeting with your representative (if you have one), a NDIS Support Coordinator or other relevant supports to consider whether you require additional supports to enable you to remain at the property.

If approved corrective action or additional reasonable and necessary supports have been implemented to rectify the cause for proposing to end this SDA Tenancy Agreement, then Inala will allow sufficient time to monitor that the cause no longer applies and agrees not to end this SDA Tenancy Agreement if Inala is satisfied that the cause no longer applies.

Ending this SDA Tenancy Agreement in the first year

In the first year of this SDA Tenancy Agreement, Inala may not terminate this SDA Tenancy Agreement, except if one of the following occurs:

- a. You use the property for an illegal purpose;
- b. You have not paid the Accommodation Payments and any other payments required under this Agreement and do not pay these amounts within 14 days of receiving an overdue notice;
- c. You cease to have SDA as a reasonable and necessary support in your NDIS or COS plan;
or
- d. You cannot be supported at the property without serious risk of harm to yourself, staff or other occupants.

If Inala deems it necessary to end this Agreement in the first two years because of any of the reasons above, then Inala will immediately request that the NDIA determine appropriate reasonable and necessary support to assist resolution. If the NDIA determines that it is not appropriate for you to remain at the property, Inala will work with the NDIA to find you alternative accommodation and will end this SDA Tenancy Agreement by providing notice.

Ending this SDA Tenancy Agreement after the first year

After the expiry of the first two years of this SDA Tenancy Agreement, Inala may end this SDA Tenancy Agreement by providing you with the appropriate notice period specified by the NDIS (which is currently 90 days notice). However, Inala may end this SDA Tenancy Agreement with less notice if:

- a. You use the property for an illegal purpose;
- b. You have not paid the Accommodation Payments and any other payments required under this Agreement and do not pay these amounts within 14 days of receiving an overdue notice;
- c. You cease to have SDA as a reasonable and necessary support in your NDIS or COS plan;
or
- d. You cannot be supported at the property without serious risk of harm to yourself, staff or

other occupants.

Regardless of the reason for ending the SDA Tenancy Agreement, Inala will immediately notify the NDIA and will work with the NDIA to find you alternative accommodation.

If you feel that you have been unfairly treated by Inala in ending the agreement, then you can contact the NDIA or other relevant complaints body. See 'Feedback, complaints and disputes' section below.

Removal of belongings

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

If you leave your belongings behind after ending this SDA Tenancy Agreement, Inala will hold your belongings for 30 days. Inala 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 Inala may dispose of your belongings.

Feedback, complaints and disputes

Inala will give you a copy of their complaints/feedback policy if requested

If you wish to give the Provider feedback, you can talk to *Rebecca van Bilsen or Martin Porteous, Joint CEO's*

If you would like to request repairs or maintenance for your room or the home, you can talk to Mario Borg, Inala's Maintenance Manager on 0439 198 150

If you are not happy with the accommodation and wish to make a complaint, you can talk to Rebecca van Bilsen or Martin Porteous, Inala Joint CEOs

If you have a dispute with another resident in the home and wish to make a complaint you can talk to Kerry Ballard (Accommodation Manager) or Rosemary Field (Accommodation Assistant Manager)

If you have a NDIS plan and you are not satisfied or do not want to talk to Inala's contact person, you can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting [ndis.gov.au](https://www.ndis.gov.au) for further information.

If you have a COS plan and you are not satisfied or do not want to talk Inala's Provider's contact person, you can contact the Commonwealth Department of Health by calling 1800 020 103 or visiting <https://agedcare.health.gov.au/programs-services/commonwealth-continuity-of-support-program> for further information.

Privacy

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

Inala may ask that you sign a written consent which allows Inala to share your personal and health information with the Service Provider or another person/entity.

You do not have to sign this consent form. If you do sign, you can always withdraw your consent later on.

If you do not provide your consent to share your personal and health information, it does not mean that Inala 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 Accommodation Agreement.

Signed by Participant or
Participant's Representative

Signature

Date

Name

Signed by authorised
Representative of Inala

Signature

Copy provided to _____ via hard copy /
email (cross out whatever is not applicable) on the ____/____/____