



**SPECIALIST DISABILITY ACCOMMODATION (SDA)**

**INFORMATION FOR PROSPECTIVE TENANTS**

**Pinaroo Village  
70 Pinaroo Drive  
Glenfield Park NSW 2650**

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## INTRODUCTION

Opening Doors Foundation Ltd (ODF), is a provider of rental housing for seniors over the age of fifty five and Specialist Disability Accommodation (SDA). ODF is committed to assisting tenants to maintain secure and affordable long-term accommodation.

This information book applies to prospective SDA tenants only. It contains the information you need from applying for accommodation, starting your tenancy, your rights and responsibilities during your tenancy, and terminating your tenancy.

## ABOUT OPENING DOORS FOUNDATION

Opening Doors Foundation is a community based not for profit organisation located in Wagga Wagga NSW. ODF was founded in 1954 and is governed by a Board of Directors. Up until December 2018, ODF operated a residential aged care facility and community aged care programs and was formerly known as The Haven Community Limited (The Haven). The organisation is now concentrating on the development of affordable seniors' rental accommodation and disability housing for Wagga Wagga and surrounding communities.

## OUR CONTACT DETAILS

Opening Doors Foundation Ltd

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Wagga Wagga NSW 2650

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## SPECIALIST DISABILITY ACCOMMODATION (SDA) – PINAROO VILLAGE

ODF is providing SDA at Pinaroo Village, 70 Pinaroo Drive Glenfield Park NSW 2650. The accommodation at Pinaroo Village allows people with a disability, who are eighteen years of age or older, to live in a community environment that is secure, well maintained, and safe. This provides an alternative social environment for those who may be living in the community where they feel isolated and insecure.

The disability housing is set amongst seniors living units. Pinaroo Village will be developed in three stages and consist of eighty eight seniors living units and fifteen special purpose disability units designed to meet the NDIS SDA Standards when completed. Stage one,

comprising thirty one seniors living and four SDA units, is under construction and estimated to be completed by May 2024.

The table below indicates the number of disability units being developed in each stage.

Building Type	Design Category	Number of Bedrooms	Number of Units Stage 1	Number of Units Stage 2	Number of Units Stage 3	Total
Duplex	Improved Liveability Units	1	1	2	2	5
Duplex	Fully Accessible	1	2	2	2	6
Villa	Fully Accessible*	2	0	0	1	1
Duplex	High Physical Support	1	0	1	1	2
Villa	High Physical Support*	2	1	0	0	1
<b>Total</b>			<b>4</b>	<b>5</b>	<b>6</b>	<b>15</b>

\*The two bedroom dwellings are designed for NDIS participants who are eligible for SDA and may live with a carer, or who have Supported Independent Living approved and funded in their NDIS plan for overnight support.

### **Design Categories**

**Improved Liveability** housing is designed to improve liveability by incorporating a reasonable level of physical access and enhanced provision for people with sensory, intellectual or cognitive impairment.

**Fully Accessible** housing is designed to incorporate a high level of physical access provision for people with significant physical impairment.

**High Physical Support** housing is designed to incorporate a high level of physical access provision for people with significant physical impairment and requiring very high levels of support.

### **Community Common Areas**

Pinaroo Village has common areas dedicated for the use of tenants and their visitors. These common areas include garden areas, a gazebo, barbeque and community centre. There is a community centre which can be used for functions, entertainment, games e.g., card afternoons, and celebrations of birthdays, anniversaries etc. Bookings for the use of the community centre can be made with our Administration team.

## **ELIGIBILITY AND APPLYING FOR ACCOMMODATION**

### **Eligibility**

To be eligible for admission to our SDA housing you must be eighteen years of age or older and have funding approved for SDA in your NDIS Plan.

The NDIS will determine if you are eligible for SDA funding when they assess or

reassess your Plan. If you are eligible, your plan will specify the design category of the building and the building type.

### ***How to apply***

ODF's SDA accommodation and vacancies will be listed on the [NDIS SDA Finder](#). The SDA vacancy finder helps you search for vacancies that will match your funding and accommodation needs.

You are also welcome to register your interest in our SDA by completing a "Register of Interest in Supported Disability Accommodation – Pinaroo Village". We will place your name on our waiting list so that we can contact you if a property becomes available that suits your needs. Please contact us and we will send you out a form to register your interest or you can download the form from our website.

### ***Waiting List Priority***

Waiting lists for each category of building design will be maintained in chronological order, based on eligibility and approved funding for the building type.

Where there is no applicant eligible for a particular building type and design category then ODF reserves the right to offer the accommodation to a person who has approval and funding under the NDIS for a lower or higher level building design category. This will be assessed on a needs basis with priority given to the person with approval for the highest level of building design category, and subject to suitability for the person's living support needs.

## **OFFER OF ACCOMMODATION**

If accommodation becomes available that is considered suitable for your needs, you will be contacted and asked to complete an "Initial Assessment and Support Plan". This will assist us to confirm that the accommodation meets your needs and whether we enter into an SDA Service Agreement and Residential Tenancy Agreement.

## **STARTING YOUR TENANCY**

If you are offered a property to rent, the following agreements will be entered into:

- an SDA Service Agreement;
- a Tenancy Management Agreement; and
- a Residential Tenancy agreement.

The SDA Service Agreement and the Tenancy Management Agreement outline your rights

and responsibilities as a NDIS participant of SDA and ODF's responsibilities to you.

The SDA Service Agreement and the Residential Tenancy Agreement provide details on the amount of rent, the payment of rent, rent increases, repairs and maintenance.

Before you sign the Residential Tenancy Agreement and move into the property, we must give you:

- a copy of the tenant information statement [Tenant Information Statement](#) produced by NSW Fair Trading;
- a copy of the proposed tenancy agreement;
- a condition report completed by us (the landlord). This can be in the form of one electronic copy or two paper copies; and
- an invitation to lodge the bond using [Rental Bonds Online](#).

At the time the agreement is signed, we must give you a copy of the signed tenancy agreement.

You will be required to pay:

- a bond (maximum four weeks rent); and
- two weeks rent in advance.

You will be provided with detailed receipts for any payments made.

You may lodge your bond with NSW Fair Trading directly through [Rental Bonds Online](#) or you may lodge a paper form through us and we will lodge the form and transfer funds to NSW fair Trading. If you choose to lodge your bond using a paper form, we give you a Rental Bond Lodgement form to sign.

After signing your agreement and before you move in you must provide evidence that you have opened accounts for electricity and gas (if applicable) in your name, effective from the date you are eligible to occupy the property.

## **DURING YOUR TENANCY**

This section outlines your responsibilities as the tenant, and our responsibility as the landlord during your occupancy of the property.

### ***Condition Report***

You have seven days after moving in to complete your part of the condition report and return a copy to us. You are advised to keep a copy of the report.

The [Condition Report](#) records the general condition of the property, room by room, including fixtures and fittings so that in the event of dispute about missing items or damage, the condition report can be used as evidence.

A new condition report will not be needed if the same people renew the tenancy agreement.

## **Keys**

We will provide you a set of keys or other opening devices for the property. This will include keys to any door, window, or letterbox.

## **Utilities**

You will be required to pay for your electricity, gas (where applicable), water charges if the property is separately metered, and telephone and internet.

### **Electricity – Pinaroo Village**

Pinaroo Village electricity is supplied via an embedded network. This means that the electrical wiring is designed to enable ODF, or an authorised agent, to buy energy from an approved energy retailer and on sell the energy to tenants.

You still have consumer protections and rights and there are conditions that ODF must comply with to sell energy via an embedded network. We will tell you about your rights at the beginning of your energy contract or agreement. We must also give you a copy of these conditions and explain our obligations to you.

As a residential consumer your protections will include:

- flexible payment options if you are experiencing financial difficulty;
- clear and set time frames for receiving and paying bills;
- complaints handling arrangements;
- energy charges that are no higher than the standing offer prices that a local area retailer can charge contracted consumers;
- clear and reasonable disconnection procedures.

More information is available from the Australian Energy Regulator.

[AER factsheet - Buying energy from an exempt seller - Your rights and protections as a residential customer \(PDF 88.14 KB\)](#)

## **Water**

Our policy is not to charge for water, but we reserve the right to change this policy and pass on usage costs if a property is separately metered. If this happens you will



only be charged for usage costs, and this must not be more than the amount that we have been billed for.

### **Telephone and Internet**

You are responsible for setting up your own telephone and internet account when you move into a rental property, as needed. If a telephone or internet line is not connected, you will need to get our permission before getting a line installed. We will not unreasonably refuse an application.

## ***Rent and Rent Increases***

### **Rent**

Your SDA is funded from two sources, SDA payments from your NDIS funding and your Maximum Reasonable Rent Contribution (MRRC).

It is your responsibility to pay your rent contribution on or before the due date set out in the agreement.

We will issue you a receipt when you pay your rent.

Your rent receipt will show the following:

- name of the tenant;
- name of the landlord or agent;
- address of the rented property;
- date rent was paid;
- amount of rent paid;
- period of time which the rent covers.

If your rent contribution is not paid on time, you may be in breach of your tenancy agreement.

We recommend that you contact us as soon as possible if you are unable to pay the rent due to hardship so that we can discuss your situation and work out a payment plan.

If you are frequently late with your payments, we may take action to terminate your tenancy.

### **Rent payment methods**

You may choose to make your payments by:

- Direct debit. Electronic Funds Transfer (EFT) to our nominated bank account;

- cash or cheque;
- Centrepay - a voluntary bill paying system available to Centrelink clients.

### Rent Increases

The initial term of your agreement will be six months and the agreement will continue on a periodic basis at the end of the six month period. Rent can only be increased once in a twelve-month period, and you will be given at least 60 days written notice before the increase is applied.

### Commonwealth Rent Assistance

If you receive a disability support pension and pay rent in the private market, then you may be eligible for Commonwealth Rent Assistance (CRA). Contact Centrelink through Services Australia for further advice. Phone 132300 or visit the website <https://www.servicesaustralia.gov.au/individuals/contact-us>.

### How much rent will I pay?

The rent you pay will be your Maximum Reasonable Rent Contribution (MRRC). The table below details the (MRRC) that may be applied depending on your situation.

Situation	Fortnightly Maximum Reasonable Rent Contribution
Single person not sharing a bedroom.	25% of the maximum rate of the Disability Support Pension; plus 25% of the maximum rate of the Pension Supplement; plus 100% of Commonwealth Rent Assistance (CRA).
Participant sharing bedroom with a partner.	25% of the maximum rate of the Disability Support Pension payable to a member of a couple (not separated due to illness); plus 25% of the maximum rate of the Pension Supplement payable to a member of a couple (not separated due to illness); plus 100% of Commonwealth Rent Assistance (CRA).

### SDA payments

The NDIS SDA funding payable will be the lesser of:

- the maximum per participant price for which the dwelling is enrolled with the NDIS; or
- the amount of the SDA funding for which you have been assessed i.e., the amount of SDA in your plan.

We will make claims for the SDA funding from the NDIS.

### Repairs and Maintenance

We will maintain the property you rent in a reasonable state of repair having regard to the age of the property.

## Non-Urgent Repairs

If the repair is not urgent then you must submit a written repair request to us explaining what you wish to be fixed.

## Urgent Repairs

If an urgent repair is required, in the first instance you should first contact us to arrange the repair. Contact details will be in your tenancy agreement.

If you cannot contact us, then you should refer to your tenancy agreement for the contact details of our nominated tradesperson (if applicable) and arrange for them to conduct the repairs.

If there is no nominated tradesperson you can arrange for the repairs to be carried out and we will reimburse you costs up to \$1,000 provided that:

- the damage was not caused because of a breach of your agreement, and
- you made a reasonable attempt to give us notice of the damage, and
- you gave us a reasonable opportunity to make the repairs, and
- you made a reasonable attempt to have any appropriate tradesperson named in your agreement make the repairs, and
- the repairs were carried out, where appropriate, by licensed or properly qualified persons, and
- as soon as possible after the repairs are completed you give or try to give us written details of the repairs, including the cost and the receipts for anything the tenant pays for.

The type of repairs that are urgent repairs are defined as follows:

- a burst water service,
- an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- a blocked or broken lavatory system,
- a serious roof leak,
- a gas leak,
- a dangerous electrical fault,
- flooding or serious flood damage,
- serious storm or fire damage,
- a failure or breakdown of the gas, electricity, or water supply to the premises,

- a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling, or laundering,
- any fault or damage that causes the premises to be unsafe or insecure.

### **Smoke Alarms**

We will conduct annual checks on smoke alarms to make sure they are working and replace batteries each year or as required by the manufacturer. However, if you discover a smoke alarm is not functioning you must notify us immediately, including when a battery needs to be changed. If we do not repair this within two working days, you may replace the battery or alarm for a battery powered alarm or arrange for a licensed electrician to replace a hard-wired smoke alarm.

We will replace smoke alarms every 10 years or earlier if specified by the manufacturer.

### ***Making changes or alterations to the property***

You must not make any changes or alterations to the property without our written consent. You must submit a written request and details of the alterations or changes proposed and we will respond in writing.

We will not refuse fixtures or alterations, additions or renovations of a minor nature as permitted by the Residential Tenancy Regulations.

### ***Pay TV and Satellite Dishes***

You must not install any antenna or satellite dish without our written permission.

### ***Tenant Responsibilities***

Your responsibilities as a tenant include:

- looking after the property. You must not cause or allow damage to the property, whether intentionally or through lack of care or attention. If you do so we will ask you to repair the damages or pay for the costs of repairs;
- to notify us as soon as practicable of any damage to the property;
- not to alter or make changes to the property without our permission, including changing any locks;
- being responsible for the acts or omissions of any person permitted to be on the premises by you that breaches the terms of your tenancy agreement;
- behaving in a manner that respects the peace, comfort, and privacy of other residents;

- not to cause or permit a nuisance; and
- not to allow or use the premises for the conduct of any illegal activity.

### ***Landlord Access***

Your tenancy agreement details the circumstances under which we may enter premises.

We will not access the premises without appropriate notice as specified under the circumstances detailed in the agreement unless it is:

- for an emergency (including emergency repairs); or
- we are concerned about the health of any occupants; or
- if we have good reason to believe the premises are abandoned; or
- we have authority under Civil and Administrative Tribunal orders.

### ***Property Inspections***

To ensure that our properties are well maintained we will make regular inspections at 6 monthly intervals. We will give you at least 7 days' notice in writing before conducting an inspection.

### ***Common Areas***

You and other tenants are responsible for keeping shared areas clean and free from obstruction. Shared areas include front gardens, bin areas, roads, footpaths, common garden areas and parking spaces.

### ***Rubbish***

You must place rubbish in the bins provided throughout your facility or in your bin if one is allocated to your unit. If a bin is allocated to your unit, you must put it out at the collection point.

You must not leave any rubbish in the shared areas or outside of your unit unless it is in a bin. If you have large items that need to be removed, then you must arrange for someone to remove that item and take it to a waste depot. We can give you contact details of our waste contractor. Alternatively, you are free to arrange your own service.

### ***Parking***

Unless your tenancy agreement gives you the right to a dedicated parking space, or your unit has a carport or garage, then you have no right to make a claim on a specific parking space.

If you are not allocated a dedicated parking space, then you must park in the nearest available place.

You must not park anywhere other than in designated parking areas. Parking on footpaths and nature strips is not permitted.

### ***Other Occupants***

Your tenancy agreement will list the occupants entitled to reside in the premises and you must seek our written permission if you wish to transfer the tenancy or sublet the premise to another occupant.

### ***Going Away***

If you are going away for an extended period, you must ensure that arrangements are in place to continue paying your rent. You have no obligation to notify us if you are going away but we will appreciate it if you do. It also helps if you provide us with contact details so that we can contact you in the event of an emergency.

### ***Personal Emergencies***

If you experience a personal emergency, e.g., going to hospital then we advise that you or someone on your behalf informs us if possible. We will then be able to provide advice regarding your tenancy.

### ***Neighbours and the village community***

You must respect the rights of other tenants in the community. All tenants have a right to reasonable peace, comfort, and privacy. You must not cause disturbances and be responsible for the behaviour of your guests.

If you have problems with a neighbour, try sorting it out with them first. However, if that does not work then please refer to our complaints process.

### ***Pets and assistance animals***

Pets and animals are not permitted to be kept on the premises unless the animal is an assistance animal.

If you have an assistance animal, you must provide us with proof that the animal is registered with Council as an assistance animal. Otherwise, you will not be able to keep the animal on our property.

## **LEAVING AND TERMINATING YOUR TENANCY**

## ***Terminating a Tenancy***

Your Specialist Disability Accommodation Service Agreement and Residential Tenancy Agreement details the circumstances under which you may end your agreement with us and the circumstances under which we may terminate the agreement.

All termination notices must be in writing to the other party and in accordance with the time frames for notice of termination as defined in the Specialist Disability Accommodation Service Agreement or the Residential Tenancy Act and Regulations.

## ***Bond Refund***

### **Condition of Property**

You are responsible for ensuring that the property is in the same condition as when you first occupied it, having regard to fair wear and tear.

The original condition of the property should be set out in the condition report and at the end of the tenancy we will conduct an inspection of the property and you will be given reasonable opportunity to attend. If this is not possible you will conduct your own inspection.

### **Bond Claim**

If you do not owe any money and rent is paid to the date of termination, and the property is clean and tidy without damage, then your bond will be refunded.

Otherwise, we may lodge a claim against the bond. We will inform you if we intend to make a claim.

So that we can return your full bond we suggest you do the following:

- remove all rubbish inside and outside;
- clean the property thoroughly including windows, walls, skirting boards, cupboards, the oven and stove, and floor coverings;
- if anything has been damaged, then repair or replace it; and
- return all keys.

## **PRIVACY AND CONFIDENTIALITY**

Your privacy and confidentiality are important to us. We will only collect, use, and disclose your information:

- with your consent; or

- for a purpose that you would reasonably have expected us to use your information related to managing your tenancy; or
- for legal reasons, or
- where disclosure is required to prevent serious threat to life, health, or safety.

A copy of our Privacy Policy can be downloaded from our website at [www.openingdoorsfoundation.org.au](http://www.openingdoorsfoundation.org.au), or contact us and we will send you a copy by post or email.