

## H11. DURING A TENANCY - PROPERTY ALTERATIONS

Content:	Illawarra Aboriginal Corporation Policies and Procedures
Version:	2.0
Section:	Housing
Applies To:	Board, Management and Staff of all IAC Services
Date:	October 2015 (Review October 2018)

### Background and Purpose

The IAC's Housing policies articulate our aims, goals and philosophies in providing housing services for Aboriginal tenants and their families. They explain how the Illawarra Aboriginal Corporation works with its staff and other agencies to ensure that our tenants are afforded the best and most appropriate services and that we meet all of the requirements of the Aboriginal Housing Office and the Office of Community Housing.

### Conditions and Responsibilities

*Tenants must accept the following conditions:*

- Submit a detailed written request of the alteration & copies of any plans or drawings
- Obtain and provide copies of all required approvals, including 'in principle' approvals and final approvals
- Oversee the construction of the work and repair any damage to the property caused during construction work.
- Ensure work is carried out in accordance with Protection of the Environment Operations Act 1997 and by qualified/licensed contractors (where required)
- Pay all costs associated with installing, maintaining and removing the alteration
- Notify when work is completed and submit copies of any certificates issued.
- Maintain the alteration throughout the tenancy
- Remove the alteration at the end of the lease and make good any damage caused by the removal, unless provided with a written authority
- Failure to remove the alteration will result in charges under the During a Tenancy - Tenant Repair Charge Policy.
- If written authority is provided that the alteration can remain in the property, it becomes the property of the landlord (IAC or Aboriginal Housing Office).
- Reimbursement may be provided
- Reimbursement is calculated by determining the alteration value, less fair wear and tear
- Reimbursement will not be provided if the tenant is relocating to a property which has comparable alterations or amenities
- An alteration without written permission breaches the Residential Tenancy Agreement and action in the NSW Civil and Administrative Tribunal (NCAT) may be taken to remove the alteration, make good any damage caused by the removal and may also include terminating the tenancy

### Minor Alterations

*The IAC will permit some alterations to the leased premises without obtaining written approval. These include:*

- Installing telephones
- Installing picture hooks
- Garden sheds up to 7 square metres
- Installing a worm farm or compost bin
- Building a garden bed that must be more than 1 metre away from existing buildings
- Laying lawn
- Planting trees or shrubs that will grow no more than 3 metres in height, when fully mature and are planted at least 3 metres from any existing structure. (see below)

### Trees, Plants, Shrubs & Garden Beds

*When planting, tenants must not:*

- Plant any tree or shrub where the height at maturity is unknown
- Plant any tree or climber with invasive roots or stems, that is a noxious weed or has toxic leaves or sap
- Build garden beds above ground level against existing structures
- Remove existing vegetation
- Plant trees or shrubs in common areas of units and townhouse complexes unless approved for community gardens.

*Tenants are responsible for maintaining or arrange to maintain the lawns and gardens included in the lease agreement. This includes:*

- Mowing lawns, watering, weeding and mulching garden beds
- Trimming trees & shrubs under 3m in height
- Providing a tray/saucer for pot plants on balconies, verandas and paved areas to protect the surface from water damage
- Clearing gutters in single story properties.
- Regularly trimming vegetation to allow light into windows and to let air circulate around buildings.

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### All Other Alterations

*All other alterations to the leased premises and common area require written consent and approval prior to commencing work. These may include:*

- Built-in-cupboards or wardrobes
- Carpet
- Carports and garages
- Fences
- Floor tiles
- Flyscreens and Flyscreen doors
- Fixed appliances, such as air-conditioners and heaters
- Minor internal painting (decorative coat)
- Paving
- Pergolas or gazebos
- Rainwater tanks
- Roof ventilator (Whirly Bird)
- Security shutters and security grilles
- Solar panels
- Swimming pools
- Television antennas

Any alteration to any common area (outside the leased premises) will require written approval prior to commencing work

### All Other Alterations (cont)

#### Minor Internal Painting (Decorative Coat)

*Requests for minor internal painting for decorative purposes will be considered when the property is not scheduled to have internal painting done on any planned program of work.*

*Tenants must:*

- use 100% premium acrylic (water based) paint or Alkyd base solvent-borne or Polyurethane paint which are in sealed containers branded with the manufacturers name, type of content and Australian Paint Approval Scheme approval number.
- ensure workmanship to current Australian Standard
- use paint which has zero or low volatile organic compound (VOC) emissions
- use pastel or neutral colours (dark colours such as black, brown, red and purple are not allowed)
- not paint doors, ceiling and/or architraves
- not hang wallpaper or paint decorative friezes
- follow the paint manufacturer's guidelines and advice in regards to handling, disposal and fumes associated with the paint and take practical steps to guard themselves and the other occupants against these risks.
- take all necessary precautions to protect the floor covering and personal belongings.
- clean the affected walls with mild detergent in diluted water then sand, apply undercoats or any other activities affecting the condition of the surface prior to painting.
- ensure any power outlets and switches are protected

Tenants should note that if the property is painted in the future as part of a planned program of works, the property may be painted using IAC selected colours and their decorative colour may be painted over. In such a situation, the tenant will not be eligible for compensation.

If a property inspection finds that the decorative painting does not meet the IAC's asset standards and/or the tenant has undertaken other painting works, tenant damage charges may be applied.

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### All Other Alterations (cont)

#### Rainwater Tanks

Rainwater Tanks will generally be approved where the tank is not connected to the internal plumbing of the property. All work must be carried out by a licensed plumber and comply with council or water authority requirements.

Some councils and water authorities offer rebates for the installation of rainwater tanks. Where an approved rainwater tank has been installed by a tenant and rebates are being offered, an 'Authority to Pay' can be issued to the tenant which asks the rebate provider to pay the rebate directly to the tenant. Ultimately though, this is a matter for the rebate provider whether they are prepared to agree to the request to pay the rebate directly to the tenant.

#### Security shutters and security grilles

*The installation of security shutters and grilles will only be approved if they:*

- are keyless and quick-releasing
- meet Australian Standards and
- meet IAC asset standards.

Security shutters and grilles left by a former tenant will be removed.

### All Other Alterations (cont)

#### Solar Panels (Photo Voltaic)

*Approval to install a solar PV system will be allowed under the following conditions.*

- The system will be installed on a cottage, townhouse or villa that has its own dedicated roof space.
- The roof is large enough to accommodate the installation and the panels do not touch or cover adjoining roof spaces of other tenancies.
- There is no significant shading on the roof, for example from trees or other buildings.
- The tenant agrees to pay all costs associated with the installation and ongoing maintenance of the system.
- The tenant agrees to restore the property to its original condition if they elect to take the system with them when they move out.
- The installer meets the current Australian guidelines and standards
- The installer is a licensed electrician and holds a Clean Energy Council Solar PV accreditation
- The system complies with any local council requirements

If the installed solar PV system is to be connected to the electricity distribution network, this work must be undertaken by a person accredited under the Level 2 Accredited Service Provider Scheme (ASP). Refer to the NSW Department of Trade and Investment website for a list of Level 2 ASPs.

In accordance with Clause 38 of the Residential Tenancy Agreement, the tenant will be entitled to all rights and interests in any certificate that may be issued under any renewable energy schemes for solar PV systems installed by the tenant with the approved written consent.

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### All Other Alterations (cont)

#### Swimming Pools

The IAC will only consider requests to install above ground pools. No in-ground swimming pools may be installed. Under the Swimming Pools Act (1992) all new above ground pools need to be approved by local Council. The Act requires the owner of the property to apply to Council for a Certificate of Compliance. This means that the IAC must apply to Council on the tenant's behalf.

If a tenant installs a swimming pool without our permission they are in breach of both the Tenancy Agreement and the Swimming Pools Act. Before we will approve an above ground swimming pool the tenant must agree to:

- pay all costs associated with installing the pool including the cost of safety fences, signs and drainage
- pay all maintenance costs
- abide by the conditions set out in the Certificate of Compliance
- remove the pool, fences and drain pipes when they move out
- restore the property to its original condition if they move out

The pool must be included in property inspections during client service visits to ensure the pool and fencing is maintained in accordance with the conditions set out in the Certificate of Compliance.

For safety and economic reasons, we do not allow incoming tenants to keep a swimming pool left by a former tenant. We do not provide compensation for swimming pools.

### All Other Alterations (cont)

#### Pay TV, satellite dishes & antennas

Tenants must get written approval to install pay television facilities in their home. The IAC will not automatically give permission. It will depend on the tenant and the service provider fulfilling the conditions set out in the policy.

The tenant is responsible for arranging their contracts and subscription to pay television. The IAC is not responsible for any installation, disconnection, subscription, security of installation, maintenance, technical, quality of reception or billing problems. Tenants must deal directly with the company they subscribe to if they experience any problems with their pay television service. Under no circumstances will we sign or enter into individual Pay TV subscription contracts on behalf of a tenant.

As the popularity of pay television grows and the number of service providers increases, the IAC and service providers need to be conscious of the structural limitations of each individual building. Pay television service providers are solely responsible for the cost of installing and maintaining their equipment. Therefore, some service providers may choose not to offer or limit their service to particular buildings. These may include high rise buildings.

Heritage Council approval is required before pay television facilities can be installed at heritage listed properties. In some areas, the local Council approval may be required before pay television facilities can be installed. If a tenant lives in a building that has a body corporate, the body corporate's approval must also be obtained. In most cases obtaining heritage, local council and body corporate approval is the responsibility of the service provider.

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### All Other Alterations (cont)

#### Pay TV, satellite dishes & antennas (c)

If a tenant wishes to have pay television facilities installed, they or their potential service provider must first lodge their request in writing with the IAC. Tenants need to send us a letter listing the name of the service they would like to subscribe to. Alternatively, they can ask the service provider to write to us on their behalf.

Approval isn't granted automatically. When the request is received, we will look at the rules affecting the installation of pay TV in the tenants. We will also consider the possible impact for the tenant's neighbours of allowing the installation and the number of antennas and dishes already on the building. Once this is done, we will inform the tenant and/or the service provider in writing whether or not their request has been given "in principle" approval.

The service provider is then required to outline where the dish will be installed; if this is a new installation or are they using an existing dish; how they would cable common areas and any other relevant technical information/drawings. Once this is received from the service provider, we will then evaluate the information and grant final approval if no local government, body corporate or other issues exist.

If we object to the intended installation, we must advise the tenant and/or the service provider of the reasons for the objection in writing. Any objection raised is up to the total discretion of the IAC. It is up to the service provider and/or the tenant to resolve any local government, heritage or body corporate issues. Tenants are not to allow the facilities to be installed until the service provider has received our final written approval.

### All Other Alterations (cont)

#### Pay TV, satellite dishes & antennas (c)

Most councils regard a satellite dish as a structure which may require the lodgement of a Development Application with the local council. There may also be specific council regulations affecting the installation of antennae in each local area. These are all issues the service provider will address.

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#### SATELLITE DISHES AND ANTENNAS

Generally a service provider cannot have more than one satellite dish, per building. In exceptional circumstances, the IAC may provide written approval for an additional satellite dish. The satellite dish or antenna must be installed in a position, and at an angle, that has the least visual impact from the street.

An approved dish or antenna may only be installed on the roof of a building. Under no circumstances can a dish or an antenna, be installed on a balcony. The size of satellite dishes should not exceed 600mm in diameter. There also should not be exposed cables.

#### THE IAC'S ABSOLUTE DISCRETION

Like any landlord, the IAC has the right to object to the installation of pay television facilities in a building if it believes for any reason that the facilities are not practicable or desirable.

At our request, the service provider must rectify or remove any installation of their facilities that are found to be in breach of any relevant law including Workcover, Australian Standards and the Heritage Act.

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#### Pay TV, satellite dishes & antennas (c)

##### RECEPTION OF EXISTING SERVICES

It is the responsibility of service providers to ensure that the installation of its facilities does not interfere with, diminish, or affect the reception of other tenants services including:

- free to air television
- existing cable television
- radio
- broadcast or
- narrowcast.

##### RIGHT TO ACCESS COMMON AREAS

Employees, contractors, agents and consultants who work for the service provider have the right to enter common areas in order to install, maintain or remove the company's facilities providing they are carrying photo identification.

The company's representatives may enter common areas between 8am – 6pm Monday to Friday. A service provider must make an arrangement with their subscriber if they wish to retrieve any of their property from the subscriber's home.

##### OWNERSHIP

Installed wiring and equipment is the property of the service provider.

### All Other Alterations (cont)

#### Pay TV, satellite dishes & antennas (c)

##### COSTS

Pay television service providers are responsible for all costs associated with the installation of their facilities in a building.

Tenants who subscribe to pay television are responsible for paying their subscription fees to the company they have a subscription contract with.

*The IAC is not responsible to pay television service providers, or tenants, for any of the following:*

- selling
- installation
- wiring
- subscription
- connection
- maintenance
- technical issues including quality of the reception
- security of the installation
- debt collection and
- any compensation claims arising from the connection of pay television

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#### Pay TV, satellite dishes & antennas (c)

##### DAMAGE

The contract between the service provider and their subscriber stipulates that the service provider is responsible for rectifying any damage to a property that is caused by the installation of its facilities. The tenant should contact their service provider to repair any damage that occurs to their home as a result of the installation of pay television facilities.

In the event that building maintenance work has to be undertaken on the roof which could affect the pay television service, the IAC will generally provide 7 days advance notice for the service to be temporarily disconnected. However, there may be occasions where we may need to undertake urgent repair work and little or no notice is provided. In both circumstances, the IAC is not responsible for any of the associated costs to re-establish the service connection.

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#### COMPLIANCE

*This policy complies with:*

- NSW Housing Act 2001
- NSW Residential Tenancies Act 2010

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#### REFERENCES

*This policy should be read with:*

- **Housing NSW** "During a Tenancy Policy"
- **National Regulatory Code** - 1. Tenant and housing services and 2. Housing Assets