

Property Maintenance, Repairs & General Upgrades Policy (NSW/ACT excl. Ainslie Village)

Location	Property & Assets Services Office
Policy Type	Assets and Maintenance
Version	1.2
Issue Date	25 May 2021
National Regulatory Code	Performance Outcome 2- Asset Management

1. OBJECTIVE

- 1.1 This Policy combines and replaces 14 former Policies which relate to the maintenance, repair and general upgrades of Argyle Housing's properties. This Policy does not relate to private Leasehold properties where a private landlord is responsible for these works.

This Policy outlines tenant and Argyle Housing responsibilities in relation to:

1. Maintenance, Repairs and Upgrades

- Reporting, categories and response times
- General property modifications and upgrades
- Note - Accessibility modifications are covered under the Modifications to Improve Accessibility Policy

2. Specific Property Components

- Antennas, phones and internet connections
- Cleaning of gutters, skylights, ceiling and exhaust fans
- Hazardous materials (including asbestos and lead based paint)
- Locks and keys
- Residual Current Devices (RCD's)
- Smoke alarms and light globes
- Window coverings (Blinds and Curtains)
- Window and doors screens (Insect and Security)
- Vegetation (trees, gardens and lawns)
- Pest control
- Swimming pools & spas



2. BACKGROUND AND SCOPE

- 2.1 Argyle Housing values mutually beneficial relationships with its tenants. These relationships assist Argyle Housing to meet our stated values, and provide all of our stakeholders with the best possible outcomes. We aim to form relationships with tenants that demonstrate our commitment to conduct our business in accordance to the highest level of safety, value and ethical standards.
- 2.2 Argyle Housing promotes and respects the human rights and fundamental freedoms of all persons with a disability and provides a service to tenants in line with the principles of the NSW Disability Inclusion Act 2014, Disability ACT and the United Nations Convention on the Rights of Persons with Disabilities (CRPD).

3. POLICY DEFINITIONS

- 3.1 See Argyle Housing Definition Policy

4. POLICY DETAIL

4.1 Maintenance and Fault Reporting

Tenants Responsibilities - we need you to:

- 4.1.1 Report all known property maintenance issues and faults to Argyle Housing (using the numbers below or via our website), so that properties are kept in a safe and serviceable condition.

Please do not wait until your Tenancy Inspection to Report Faults

Property	Business Hours	After Hours Emergencies
Argyle Housing Properties	Your Tenancy Officer	1300 850 451
Leasehold Properties	Your Tenancy Officer	Refer to Lease
Argyle Housing Website	www.argylehousing.com.au	

- 4.1.2 Ensure an actual issue or fault exists with the property before calling us, and that the issue is not caused by another factor (e.g. local power or water outage or your own power boards or equipment)
- 4.1.3 Provide reasonable access for our staff and contractors to assess and carry-out the required repairs & maintenance
- 4.1.4 Call your local Argyle Housing office to discuss any repairs or maintenance concerns or issues you may have (including the performance of our contractors).



- 4.1.5 Pay all costs associated with attending your property (including after-hours) when the fault is found to be with your own equipment or as a result of your own actions.

Argyle Housing Responsibilities – we will:

- 4.1.6 Ensure we have the ability to receive, assess and triage the details of your maintenance issues or property faults at all times, and we will respond to its urgency based on the below Table.

Issue or Fault Types	Response Time
Emergency (e.g. Gas Leak, Dangerous Electrical Fault, Significant Water Loss)	0 to 4 Hours
Urgent (e.g. Hot Water System, Toilet not Functioning, Major Glass Repair, Smoke Alarms, Heaters in Winter)	> 4 hours to 24 hours
Non-Urgent (e.g. Damage to walls, broken internal doors, damage to carpet)	>24 hours to 7 Days
	>7 Days to 28 Days
Major Upgrade Requests (e.g. Kitchen or Bathroom replacement)	Subject to Budget

- 4.1.7 Ensure our staff and contractors who attend your property are reliable, professional in their presentation, and that all works are carried out in a trades-like manner with the site being left clean and tidy.
- 4.1.8 In addition to responding to reported property maintenance issues and faults, Argyle Housing will schedule required and known inspections and testing of safety devices as required by relevant laws. These include Smoke Alarms, Residual Current Devices (RCD's) and Thermostatic Mixing Valves (TMV's). These inspections generally occur every 6 or 12 months depending upon the item.

4.2 General Property Upgrades

Tenant Responsibilities - we need you to:

- 4.2.1 Provide reasonable access for our Maintenance Officers to access the property at least once every three years to undertake a Condition Assessment Inspection of the properties major components/fixtures (roof, floors, walls, kitchen, bathroom/s, floorcoverings etc.). These Inspections are in addition to your six monthly tenant Inspections.
- 4.2.2 Provide feedback to your Tenancy Officer about any long-term issues with any of the property's major components.



Argyle Housing Responsibilities – we will:

- 4.2.3 Undertake Condition Assessment Inspection at least once every three years. These inspections inform our long-term Planned Maintenance Programmes where we plan for the completion of major works.
- 4.2.4 When deciding what major works will be undertaken in our Planned Maintenance Programmes, we work on the priorities of;
 - 1. Safety
 - 2. Function, and
 - 3. Amenity

4.3 Antenna's, Phones and Internet Connections

Tenant Responsibilities - we need you to:

- 4.3.1 Arrange for all account connections and pay all costs in respect to phone, internet and Pay TV services.
- 4.3.2 Seek approval from us, in writing, and pay all costs, for the installation of any additional fixed equipment. Including, but not limited to; satellite dishes, extra phone or data lines or points and extra TV outlets over those outlined below as being our responsibility.
- 4.3.3 Pay all costs associated with having our staff or contractors attend to a reported fault with the properties connections which is determined to be a fault with your equipment or the way it has been set-up.
- 4.3.4 Take responsibility for and pay repairs costs associated with items and connections that you wish to use that are over and above those that we are required to supply as outlined in Item 4.3.5 below.

Argyle Housing Responsibilities – we will:

- 4.3.5 Supply and maintain a single TV Antenna and TV outlet that enables you to access free to air TV where it is reasonably available, this may include a device to boost reception on a case-by-case basis.
- 4.3.6 Supply a single phone outlet that enables you to arrange for a phone connection to the property.

4.4 Cleaning of Gutters, Skylights, Ceiling & Exhaust Fans

Tenant Responsibilities - we need you to:

- 4.4.1 Ensure the gutters and downpipes on your single level detached dwelling, or single level duplex dwelling that are no more than three metres from the ground, are kept clean during and at the end of your tenancy (certain tenants are exempt from this requirement, see Argyle Housing's Responsibilities below).



- 4.4.2 Pay the costs of cleaning the gutters (where you are responsible to keep them clean) when they require cleaning at the end of your tenancy.
- 4.4.3 Clean the underside of skylights and all surfaces of ceiling fans where they are located no more than three metres from the ground (the same tenants are exempt from this requirement as for gutters and downpipes).

Argyle Housing Responsibilities – we will:

- 4.4.4 Clean gutters and downpipes that are more than three metres from the ground, or on multi-unit complexes, or attached to common areas.
- 4.4.5 Clean skylights and ceiling fans that are more than three metres from the ground.
- 4.4.6 Arrange and pay for the cleaning of gutters, downpipes, skylights and ceiling fans where all household members; are over 67 years of age, or hold approved NSW Disability Parking Scheme permits (or the ACT equivalent). Please note the Parking Scheme permits requirement excludes household members under 18 years of age.
- 4.4.7 Ensure gutters, downpipes, skylights and ceiling fans are clean at the beginning of your tenancy.

4.5 Hazardous Materials (including Asbestos and Lead Based Paints)

Tenant Responsibilities - we need you to:

- 4.5.1 Ensure you report to us, without delay, any instances where the condition of your property has deteriorated, or damage has been caused, which may have exposed hazardous materials, especially material that may contain asbestos
- 4.5.2 Be mindful that properties built before 1990 may have some materials in them that contain asbestos. The most common of these materials is Fibrous Cement Sheet (Fibro). This is usually found as wall linings in the bathroom and laundry and outside as wall cladding and eaves. This material is safe if it is in good condition, sealed and not disturbed (broken, sanded or ground).
- 4.5.3 Be aware that another material that may be hazardous is lead-based paints. These are also generally safe if they are in good condition, sealed and not disturbed (broken, sanded or ground).

Argyle Housing Responsibilities – we will:

- 4.5.4 Be aware of properties that may contain hazardous materials and manage them appropriately. This includes responding to reports of damage and possible exposure in a timely manner and taking reasonably practicable steps to ensure the health of our tenants, staff, contractors and neighbours.
- 4.5.5 Ensure we take reasonable steps to identify properties that may contain hazardous materials before any works are undertaken that may disturb or damage these materials.



- 4.5.6 Ensure all works that are undertaken on properties, where there is potential to disturb or damage hazardous materials, are carried out by suitably qualified, licensed and experienced contractors and that these works are appropriately supervised and all required approvals are obtained and appropriate notifications are provided in advance of the works commencing.

4.6 Locks and Keys

Tenant Responsibilities - we need you to:

- 4.6.1 Keep keys safe at all times and prevent them from being lost, stolen or damaged.
- 4.6.2 Arrange and pay all costs associated with replacing keys and/or locks if the keys are lost, stolen or damaged.
- 4.6.3 Arrange and pay all costs associated with having a locksmith attend the property where you have locked yourself out, including after-hours callouts.
- 4.6.4 Return all keys to us at the end of your tenancy.

Argyle Housing Responsibilities – we will:

- 4.6.5 Arrange and pay for the repair or replacement of locks and keys due to fair wear and tear.
- 4.6.6 Where a strong case exists, supply and fit window locks for safety and ventilation. These locks will enable a window to be locked in the closed and 100mm open position.
- 4.6.7 Repair or replace existing window locks where they are deemed to still be required.

4.7 Residual Current Devices (RCDs)

Tenant Responsibilities - we need you to:

- 4.7.1 Not interfere in any way with Residual Current Devices (RCDs) fitted to the electricity supply to your property to cut-off the supply of electricity to lights and power points in the event of a fault.
- 4.7.2 Periodically test the RCD/s at your property (via the Push-Button) should you feel comfortable to do so after receiving instruction from an Argyle Housing staff member or specialist contractor.

Argyle Housing Responsibilities – we will:

- 4.7.3 Ensure suitable RCDs are installed and operational in our properties.
- 4.7.4 Conduct a "Push Button Test" during our property inspections.
- 4.7.5 Have a specialist contractor undertake annual RCD Compliance testing as part of the Smoke Alarm Testing and place a Test Label in either the Meter Box or on the Circuit Board outlining the details and date of the test.



4.8 Smoke Alarms and Light Globes

Tenant Responsibilities - we need you to:

- 4.8.1 Not cover, disable, paint, damage, alter or interfere with Smoke Alarms or lights in any way.
- 4.8.2 Provide Argyle and our contractors with reasonable access to the property to inspect, test, repair and replace Smoke Alarms.
- 4.8.3 Notify Argyle immediately if a repair or replacement of a Smoke Alarm is required including the replacement of a battery.
- 4.8.4 Comply with all of your legal responsibilities and assist Argyle to comply with our legal responsibilities (these are generally outlined on the Fair Trading NSW website, in the Residential Tenancies Act and referenced in your Lease Agreement).
- 4.8.5 Replace failed light globes, other than those in common areas or those greater than 3m from the ground where the floor is level, or greater than 2240mm from the ground in a stairwell.
- 4.8.6 Replace non-working or missing lights globes and fluorescent light starters at the end of your tenancy (unless exempt as per Item 4.8.5 above).

Argyle Housing Responsibilities – we will:

- 4.8.7 Ensure, Smoke Alarms are fitted, working, tested and are less than 10 years old at the beginning of your tenancy.
- 4.8.8 Comply with all of our legal rights and responsibilities (these are generally outlined on the Fair Trading NSW website, in the Residential Tenancies Act and referenced in your Lease Agreement).
- 4.8.9 Annually ensure Smoke Alarms are fitted, working, tested and the batteries are replaced.
- 4.8.7 Argyle will repair or replace smoke alarms that are not working within 2 business days of being notified if you ensure we can access the property.
- 4.8.8 Ensure light globes are fitted to our properties and are working at the beginning of each tenancy.

4.9 Window Coverings (Blinds and Curtains)

Tenant Responsibilities - we need you to:

- 4.9.1 Arrange and pay for the installation, cleaning and removal of window coverings where they do not already exist, including repairing or paying for any damage caused by their removal.



- 4.9.2 Care for any pre-existing window coverings owned by us and ensure they are in good condition and clean at the end of your tenancy.
- 4.9.3 Accept all responsibility (including care and costs) associated with any window coverings that belong to former tenants that you agree to take ownership of.

Argyle Housing Responsibilities – we will:

- 4.9.4 Ensure all unwanted window coverings are removed before a new tenancy begins.

4.10 Window & Door Screens (Insect and Security)

Tenant Responsibilities - we need you to:

- 4.10.1 Ensure window and door screens fitted to your property are kept clean and maintained in good condition.
- 4.10.2 Arrange and pay for all repairs and replacements required to window and door screens due to poor care or damage.

Argyles Housing Responsibilities – we will:

- 4.10.3 Replace window and door screens that have deteriorated due to age and fair wear and tear.

4.11 Vegetation (Trees, Gardens and Lawns)

Tenant Responsibilities - we need you to:

- 4.11.1 Maintain in a neat and tidy state the lawns, gardens and trees (up to 3m from the ground) relating to your tenancy.
- 4.11.2 Seek permission from Argyle Housing before modifying gardens or planting any trees.
- 4.11.3 Not plant any invasive or noxious species on Argyle Housing's property at any time or plant any tree within 1.5m of a building or fence line.
- 4.11.4 Report to Argyle Housing any trees or vegetation that appear dangerous, noxious or invasive.

Argyle Housing Responsibilities – we will;

- 4.11.5 Review and assess requests for trimming or removal of any trees that are dangerous, noxious or invasive.
- 4.11.6 Not remove trees just because they are in-convenient or drop leaves.
- 4.11.7 Maintain lawns and gardens in Common Areas.

4.12 Pest Control

Tenant Responsibilities - we need you to:



4.12.1 Control common pests such as spiders, ants, fleas, cockroaches, bedbugs, rats and mice at your property.

Argyle Housing Responsibilities – we will;

4.12.2 Control a flea, tick or mosquito outbreak that occurs within the first six weeks of your tenancy.

4.12.3 Control, at your cost, a pest infestation that has reached a stage where it can be classified as a plague that is a result of poor property care.

4.12.4 Control, and repair damage as a result of termites or borers.

4.13 Swimming Pools and Spas

Tenant Responsibilities - we need you to:

4.13.1 Obtain agreement, in writing, from Argyle Housing to install a Swimming Pool or Spa that is capable of being filled to a depth greater than 30cm, plus;

4.13.2 Obtain, at your effort and cost, all required approvals and permits from the NSW Government and your Local Council to install a pool or spa. These approvals will include at least registering the pool or spa via the NSW Government's' Swimming Pool Register and may include a Development Consent from Council. You will need to check with your Local Council, plus;

4.13.3 Provide us with a copy of the Certificate of Compliance issued by the NSW Government and any Development Consent/Certificate issued by Council or a Private Certifier for a pool or spa; plus

4.13.4 Pay all costs associated with installing, maintaining, removing and repairing any damage associated with a swimming pool and the related structures (e.g. fences, gates, signs etc).

Argyle Housing Responsibilities – we will;

4.13.5 Not unreasonably withhold our agreement to you installing a swimming pool or spa.

4.13.6 Ensure you drain, whilst we remain at the property, any swimming pool or spa that is capable of being filled to a depth greater than 30cm and you do not have our agreement, or a Certificate of Compliance, or the associated fencing, gates and signage do not appear satisfactory. We will then instruct you to not re-fill and to remove the pool or spa from the property. We will also take photos and record our actions.

4.13.7 Report all pools and spas that are subject to Clause 4.13.6 above to the Local Council within 24 hours of discovery for their investigation.



5. RELATED DOCUMENTS AND LINKS

- Addendum A – Smoke Alarm Process for Argyle Housing Staff May 2021
- Tenant Damage Policy
- Modifications to Improve Accessibility Policy
- Argyle Housing Definitions Policy
- NSW Department of Fair Trading – www.fairtrading.nsw.gov.au/housing-and-property
- Residential Tenancy ACT (NSW) 2010
- Residential Tenancy ACT 1997 (for ACT) – Ref Building Code of Aust 3.7.2
- Environmental Protection ACT Amendment (Smoke Alarms) 2006

Version Control

Version No.	Review Date	Author	Position	Next Review Date
1.0	March 2019	J. Nyholm	Property & Asset Services Manager	March 2020
1.1	March 2020	C. Doherty	Housing Services Manager	March 2021
1.2	July 2021	A.Mclver	Maintenance & Assets Operations Manager	July 2022

