

PAY TELEVISION, SATELLITE DISH, ANTENNAS & NBN POLICY

Policy PS022.4 | Approved: November 2018

1. PURPOSE

This document sets out Evolve Housing's approach to managing Tenant requests for installation of satellite dishes, antennas and NBN services.

2. SCOPE

This Policy applies to all Tenants of Evolve Housing and to pay television ('pay TV') or National Broadband Network (NBN) service providers.

3. POLICY STATEMENT

Evolve Housing is committed to ensuring all changes to Properties are in compliance with Residential Tenancy Agreements. Evolve Housing manages all of its Properties in accordance with the Residential Tenancy Act 2010 and the Housing Act 2001.

The installation of pay TV facilities such as satellite dishes and antennas or NBN facilities, generally requires structural changes to be made to a building. According to their Residential Tenancy Agreement, Tenants are required to obtain the landlord's written permission before installing any fixture or causing any structural changes to be made to their Property.

Tenants wishing to install pay TV or NBN must therefore ensure they have approval from Evolve Housing and any other relevant authorities, before pay TV facilities or NBN is installed in the Property. The Tenant is entirely responsible for arranging their pay TV or NBN contract and for all costs associated with their subscription.

3.1 ELIGIBILITY FOR TRANSFER

Tenants must seek prior written approval from Evolve Housing if

they wish to have pay TV or NBN facilities installed in any Evolve Housing Properties. Permission will not be granted automatically and is at the discretion of Evolve Housing.

In making its decision, Evolve Housing will take into account:

- the possible impact on neighbours;
- the number of antennas or satellite dishes already on the building; and
- whether the property is a strata block or a property leased by Evolve Housing from a private owner.

When granting approval for installation, Evolve Housing will not complete the standard Landlord approval form used by most pay TV and NBN providers, as this form often indemnifies the pay TV or NBN provider against any property damage that is not noticed within a month after installation.

Alternatively, Evolve Housing will provide the Tenant with written notification that grants approval for the installation, subject to the pay TV or NBN provider taking responsibility to rectify any defect caused to the Property as a result of the installation. Evolve Housing will not bear any of the costs for any additional work that may need to be completed in relation to an application for approval for pay TV or NBN installation.

3.2 OTHER RELEVANT APPROVALS

In some areas, local council approval may be required before pay TV or NBN facilities can be installed. In addition, some Evolve Housing properties may be under the control of the Heritage Council or they may be strata-titled and managed by a body corporate. The pay TV or NBN service provider – not Evolve – is responsible for obtaining prior approval for the installation of pay TV or NBN facilities from the relevant bodies where required.

3.3 INSTALLATION

A pay TV or NBN service provider cannot have more than one satellite dish per building. Any exception to this is at the discretion of Evolve Housing. The satellite dish or antenna must be installed in a position or 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 antenna be permanently installed on a balcony. The size of satellite dishes should not exceed 600mm in diameter. There should also be no exposed cables.

It is the responsibility of the pay TV or NBN service provider to ensure the installation of the facilities does not interfere with, diminish, or in any other way affect the reception of other Tenants' or Residents' services such as free-to-air television, existing cable television and radio, broadband or narrowcast.

3.4 ACCESS TO DWELLINGS AND COMMON AREAS

The pay TV or NBN service provider, along with their employees, agents, contractors and consultants, have the right to enter common areas to install, maintain or remove their company's facilities provided they carry photo identification. The company's representatives may only enter common areas between 8am-6pm Monday to Friday. The pay TV or NBN service provider will be required to sign an access agreement with Evolve Housing before installing any facilities.

Pay TV or NBN service providers and/or their contractors must make arrangements with the subscriber (ie the Tenant) if they wish to retrieve any of their property from the Tenant's home. Where the equipment is located on a roof (other than the roof of a cottage), the pay TV or NBN service provider will need to contact Evolve Housing to make arrangements.

3.5 RESPONSIBILITIES AND COSTS

Evolve Housing will not be responsible for any subscription, installation, the security of installation, maintenance, disconnection, the technical quality of reception or billing problems. The wiring and equipment is the property of the pay TV or NBN service provider. Tenants must deal directly with their pay TV or NBN service provider, including if they experience

any problems with their pay TV or NBN services. Under no circumstances will Evolve Housing enter into individual pay TV or NBN contracts on behalf of a Tenant, or deal or become involved with any service issues or disputes.

Evolve Housing will not be responsible to a Tenant or a pay TV or NBN service provider, for any costs associated with or arising from the connection of pay TV or NBN, including:

- Sales or Subscriptions;
- Installation or wiring;
- Connection;
- Maintenance;
- Technical issues, including quality of the reception;
- Security of the installation;
- Debt collection; and/or
- Any compensation claims.

3.5.1 TV ANTENNAS

In cases where a TV antenna is listed on the condition report when a Tenant takes possession of a Property, Evolve will be responsible for maintenance of the antenna.

3.6 RECTIFYING DAMAGE

Evolve Housing is not responsible for rectifying any damage, or paying for the rectification of any damage to a Property caused by the installation or maintenance of pay TV or NBN facilities. It is the Tenant's responsibility to contact their pay TV or NBN service provider to repair any damage that occurs to the Tenant's Property due to the pay TV or NBN facilities. If the damage is not rectified, the matter will be dealt with under the Evolve Housing Tenant Repair Charge Policy.

3.7 INSTALLING WITHOUT APPROVAL

If a Tenant does not get Evolve Housing's approval to install pay TV or NBN facilities but they do so anyway, the Tenant will have breached the conditions of their Rental Tenancy Agreement. Evolve Housing may take action against the Tenant for the removal of the satellite dish or antenna and charge the Tenant or the pay TV or NBN service provider a fee.

3.8 SERVICE DISRUPTION DUE TO MAINTENANCE

In the event that pay TV or NBN services may be affected by building maintenance work being undertaken, Evolve Housing

will generally provide 14 days' notice to the Tenant to allow for the service to be temporarily suspended. However there may be occasions where Evolve may need to undertake urgent repair work and little or no notice will be given. In either of these situations, Evolve Housing will not be responsible for any associated costs to suspend or re-establish the pay TV or NBN service connection.

3.9 APPEALING A DECISION

If a Tenant disagrees with a decision Evolve Housing has made in relation to this Policy, they are encouraged to speak to their Housing Manager in the first instance to resolve those concerns. If the Tenant continues to be dissatisfied after speaking with a Housing Manager, they have the right to lodge an Appeal which will be assessed in accordance with the Evolve Housing Appeals Policy.

4. DEFINITIONS

- **Common area (of Property).** Space shared by all Residents on a Property i.e. a common-room or foyer
- **Landlord.** The person or entity granting the right to occupy residential premises under the Residential Tenancy Agreement
- **Property.** The property or residential premises as described in the Residential Tenancy Agreement between a Landlord and the Tenant
- **Resident.** A person who resides on a permanent basis in a property which is owned or managed by Evolve Housing under a Residential Tenancy Agreement (includes a Tenant)
- **Residential Tenancy Agreement (or Tenancy Agreement).** A written agreement between the Landlord and a Tenant, which governs the terms on which that Tenant occupies the Property described in the Agreement.
- **Tenant.** A person who signs the Residential Tenancy Agreement with Evolve Housing and who has certain rights and obligations under that Agreement.

RELATED RESOURCES

- Housing Act 2001
- Residential Tenancies Act 2010 (NSW)
- Residential Tenancy Agreement
- Evolve Housing Debt Recovery Policy
- Evolve Housing Planned and Responsive Maintenance Policy
- Evolve Housing Tenant Repair Charge Policy

This Policy is subject to change from time to time at the discretion of Evolve Housing. Any approvals required under this Policy will be granted in accordance with the Evolve Housing Delegations of Authority Policy.

Further information on this **Policy** and other topics, is available on the Evolve Housing website evolvehousing.com.au. If you have any specific questions regarding this Policy, please contact Evolve Housing on **1800 693 865** or email your enquiry to myevolve@evolvehousing.com.au