

# VISITORS OR ADDITIONAL OCCUPANTS

## POLICY

### 1. PURPOSE

This document defines Evolve Housing's approach to visitors and additional occupants in Evolve Housing Properties.

### 2. SCOPE

This Policy applies to all Tenants and additional occupants of Evolve Housing Properties.

### 3. POLICY STATEMENT

Evolve Housing understands the changing circumstances of property tenancies and is committed to ensuring Tenants comply with the terms of their Residential Tenancy Agreement. This Policy outlines the conditions with which Tenants must comply when there are visitors or additional occupants staying in an Evolve Housing Property.

Evolve Housing Tenants are welcome to have visitors stay at their Property for up to four weeks. However Tenants are required to obtain prior written permission from Evolve Housing for any additional occupants to live at their Property. This Policy ensures Evolve Housing can fairly apply tenancy charges and ensure adherence to lease conditions.

#### 3.1 Requirement for approval

The Residential Tenancy Agreement signed by the Tenant at the start of the tenancy specifies the maximum number of persons who may occupy the premises. This number is determined by a range of factors relative to the type and location of the Property, including health and safety issues, potential overcrowding and household composition.

Rent, water usage and other tenancy charges vary depending on the number of persons occupying the Property and their combined income. Consequently, approval for additional occupants is required to allow tenancy charges to be fairly applied, and to ensure the terms of a Tenant's Residential Tenancy Agreement are met.

Any visitor to an Evolve Housing Property for any length of time, who cannot provide acceptable evidence that they permanently reside at an alternative address, will be considered to be an unauthorised additional occupant and the Tenant will therefore be in breach of their Residential Tenancy Agreement.

Tenants have an obligation to abide by the conditions of their Tenancy Agreement, which includes being responsible for the conduct and behaviour of the occupants of their Property and their visitors.

#### 3.2 Visitors

Any person who stays with a Tenant on a genuinely short-term basis is considered to be a Visitor. If a Visitor stays for no more than four weeks, no approval is required from Evolve Housing.

If a Visitor wishes to continue their visit longer than four weeks, the Tenant must apply to Evolve Housing in writing for approval to extend the visit for a short time. This application must be submitted to Evolve before the end of the four-week period. All requests for an extension to a visit will be assessed by Evolve Housing on a case-by-case basis.

### 3.3 Additional Occupants

If a person is intending to stay on a longer-term basis, the Tenant must apply to Evolve Housing in writing for the person to be approved as an Additional Occupant. All requests for approval of an additional occupant will be assessed by Evolve Housing on a case-by-case basis.

### 3.4 Assessing requests for additional occupants

A Tenant may apply to Evolve Housing for approval of an additional occupant by completing the request form available from Evolve Housing offices or the Evolve website. Evolve Housing may approve an application for an additional occupant if:

- The Tenant's rent and non-rent accounts are up to date;
- Approval of an additional occupant will not cause overcrowding;
- The proposed additional occupant meets the criteria to live in social housing;
- The proposed additional occupant does not have a poor record of tenancy with Evolve Housing;
- The proposed additional occupant is not an Unsatisfactory Former Tenant or Ineligible Former Tenant;
- Evolve is reasonably satisfied that a nuisance or annoyance will not occur by approving the additional occupant;
- The new household composition is suitable for the type of Property;
- The additional occupant does not owe any money to Evolve Housing from a previous tenancy, or alternatively has made acceptable arrangements to repay the debt to Evolve Housing;
- The additional occupant has finalised any current tenancy they have with another social housing provider.

If the application to house an additional occupant is approved, Evolve Housing will re-calculate the rent subsidy based on the new gross assessable household income. The Tenant will be notified in writing of the outcome of the application and of the reassessed rental subsidy within twenty (20) working days of receipt of the application.

If the application for an additional occupant is declined, the Tenant has the right to appeal the decision in accordance with the Evolve Housing Appeals Policy. If the proposed additional occupant needs housing in their own right, they will need to apply for housing separately and be placed on the NSW Housing Register.

### 3.5 Failure to notify Evolve Housing of an additional occupant

If the Tenant does not apply in writing for permission to house an additional occupant, and Evolve Housing has reasonable grounds to believe a non-approved additional occupant is living at the Property, Evolve may cancel the Tenant's rental subsidy based on the possibility that rental subsidy fraud may have occurred.

Evolve Housing will notify the Tenant in writing of the intention to take such action in accordance with Evolve Housing's Charging Rent Policy. (Any investigation relating to potential fraud will be conducted in accordance with the Evolve Housing Tenant and Applicant – Fraud and Non-Disclosure Policy.)

If the rental subsidy is cancelled, the Tenant may be required to pay market rent until such time as they provide original documents showing current income details for each member of their household who is aged 18 years and over. This will enable Evolve Housing to re-calculate the rent and the rental subsidy, assuming the additional occupant is approved. More detail on rent and rental subsidies is available in the Rent (Social Housing) Policy.

#### 4. DEFINITIONS

- Appeal – a disagreement by a Resident or Applicant for housing assistance, with a decision made by Evolve Housing that affects their tenancy or their application for housing, and which the Resident or Applicant has requested be reviewed.
- Applicant – a person who makes a formal application for housing assistance.
- Approved Occupant (or Approved Additional Occupant) – a person, in addition to the Tenant, who is approved in writing by the Landlord to reside in the Property.
- Ineligible Former Tenant – a category assigned to a former tenant after they move out of a social housing property. An Ineligible Former Tenant is someone who was evicted from a property or vacated it prior to eviction, due to an extreme breach of their Tenancy Agreement (eg conducting illegal activities).
- Landlord – Evolve Housing (as it grants the right to a Tenant to occupy a Property under a Tenancy Agreement).
- NSW Housing Register – a single list of approved applicants waiting for social housing. When a social housing provider approves an applicant for social housing, the provider places them on the NSW Housing Register. The Department of Communities and Justice and community housing organisations use this register to offer housing when a suitable property becomes available.
- Property – the property or residential premises as described in the Residential Tenancy Agreement between Evolve Housing 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 Evolve Housing (as 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.
- Unsatisfactory Former Tenant – a category assigned to a former tenant after they move out of a social housing property. An Unsatisfactory Former Tenant is someone who was evicted from a property or vacated it prior to eviction, due to a breach of their Residential Tenancy Agreement (eg anti-social behaviour).

#### 5. RELATED RESOURCES

- Evolve Housing Appeals Policy
- Evolve Housing Applicant and Tenant – Fraud and Non-Disclosure Policy
- Evolve Housing Rent (Social Housing) Policy
- Evolve Housing Neighbour Dispute Policy
- Evolve Housing Zero Tolerance Policy
- *Housing Act 2001*
- Residential Tenancy Agreement
- *Residential Tenancies Act 2010 (NSW)*
- [www.facs.nsw.gov.au](http://www.facs.nsw.gov.au)

*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 Limited Delegations of Authority Policy. Further information on this Policy and other topics, is available on the Evolve Housing website [www.evolvehousing.com.au](http://www.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](mailto:myevolve@evolvehousing.com.au).*