

## PURPOSE

This Policy defines Evolve Housing's approach to managing abandoned Vehicles left on Evolve Housing property.

<b>POLICY REFERENCE</b>	HS001.4
<b>POLICY OWNER</b>	General Manager, Resident Services
<b>APPROVED BY</b>	Evolve Housing Ltd CEO
<b>APPROVAL DATE</b>	31 October 2022
<b>REVIEW DATE</b>	31 October 2025

## ABANDONED VEHICLES POLICY

### 1. SCOPE

This Policy applies to all Tenants, ex-Tenants and Household Members of Evolve Housing Limited and its controlled entities, excluding Evolve Housing Vic Limited (referred to as the Company), including their visitors.

### 2. POLICY STATEMENT

The Company is committed to maintaining a satisfactory standard of property conditions.

This Policy outlines the role of the Company in addressing abandoned Vehicles on Evolve Housing properties.

Vehicles that are stored, abandoned or parked inappropriately on Evolve Housing property can present a health or safety hazard, cause a nuisance, block access or prevent other Tenants and Residents from utilising the space. Tenants and Evolve Housing are responsible for taking reasonable precautions to prevent Vehicles from being left, stored or abandoned on Evolve Housing property. Evolve Housing can take action to remove such Vehicles if they are on Evolve Housing property.

Vehicles left on public land are the responsibility of local councils or the NSW Roads & Maritime Services. A reference to a Vehicle includes a car, motorbike, caravan, trailer, boat or remains of any vehicle belonging to a Tenant or a Household Member.

#### 2.1 When a Tenant may be in breach of their Residential Tenancy Agreement

A Tenant may be in breach of their Residential Tenancy Agreement if their Vehicle, whether registered or unregistered, is on Evolve Housing property and is:

- Parked in a space reserved for emergency vehicles;
- Parked for more than seven days in a space reserved for visitors;
- Occupying a car space intended for other Tenants;
- In a common area and is blocking access or causing a hazard;
- In an open carport, back or front yard and is in a state of disrepair, has been stripped or is a hazard;
- Appears to have been abandoned.

### 3. DEFINITIONS

- Household members – all people, regardless of age or relationship to the Tenant, living in the home with 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
- Vehicle - a car, motorbike, caravan, trailer, boat or anything else specified as a vehicle by the NSW Roads & Maritime Services, which belongs to a Tenant or one of their Household Members. This includes the remains of any such vehicle.

#### **4. RELATED RESOURCES**

- Residential Tenancies Act 2010(NSW)
- Evolve Housing Zero Tolerance to Violence Policy

*This Policy is subject to change from time to time at the discretion of the Company.*

*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).*

## 5. VERSION CONTROL

VERSION	Date Approved	Author	Key Changes
1.0	1/08/2017		Policy adopted
4.0	31/10/2022	Raylee Golding, GM GAL/ Co Sec	Application of policy extended to controlled entities