

PURPOSE

This Policy defines Evolve Housing's approach to managing the tenancy of a social housing property where the Tenant is deceased.

POLICY REFERENCE	HS005.5
POLICY OWNER	General Manager, Resident Services
APPROVED BY	Evolve Housing Ltd CEO
APPROVAL DATE	31 October 2022
REVIEW DATE	31 October 2025

DECEASED TENANT POLICY

1. SCOPE

This Policy applies to tenants of Evolve Housing Limited and its controlled entities, excluding Evolve Housing Vic Limited (referred to as the Company)

2. POLICY STATEMENT

The Company is committed to providing fair and effective management of tenancies in the regrettable scenario where a Tenant has passed away.

This Policy outlines the approach Evolve Housing takes to compassionately and discreetly manage such cases.

The Company is generally advised of the death of a Tenant by next-of-kin, a friend, neighbour, the police or the executor of the Tenant's estate.

2.1 Initial Actions

When the Company is advised of a Tenant's death, action will firstly be taken to ensure the Property is secure and ascertain if there are additional Approved Occupants of the household or if the Tenant was the sole occupant.

If there are other Approved Occupants, Evolve Housing may consider offering a succession of tenancy.

If the Tenant was the sole occupant, Evolve Housing's actions will depend on whether the Tenant was testate – that is, whether they had a valid will.

2.2 Sole occupant - testate

Where the Company determines that the deceased Tenant does have a valid will and/or is informed of this by next-of-kin or executor the estate, the following action will be taken:

- If there is a credit balance, the balance will be forwarded to the executor of the estate;
- If there is a debit balance, the debit will be cancelled and written off;
- Evolve Housing and the executor will determine when the Property will be returned to Evolve Housing and the agreed return date will be set out in a Termination Notice;
- A daily fee not greater than the daily occupation rate may be charged until the Property is returned vacant to Evolve Housing;
- If the Property is not returned to Evolve Housing by the executor with fourteen days of the agreed return date, Evolve Housing may take action through the NSW Civil & Administrative Tribunal (NCAT) to seek possession of the Property in accordance with the *Residential Tenancies Act 2010*.

3. Sole occupant - intestate

Where Evolve Housing determines the deceased Tenant did not have a valid will and there is no executor, one or more of the following actions will be taken:

- Evolve Housing will liaise with the NSW Police to ascertain if the Tenant has any next-of-kin;
- Evolve Housing will advise the Public Trustee, who will manage the Tenant's affairs in relation to wills, probate and administration of the deceased estate;
- Where there are no next-of-kin and goods have been left in the Property, Evolve Housing will dispose of the goods in accordance with the *Uncollected Goods Act 1995*.

4. Other approved household members

Where there are additional Approved Occupants of the Property (ie occupants who Evolve Housing has approved in writing), Evolve Housing will advise these occupant(s) of Evolve Housing's policy on succession of tenancy and offer them the opportunity to apply.

Each of the other occupant(s) must have been an Approved Occupant for the past two years and be eligible for social housing. Should the Approved Occupant be successful in their application for succession of tenancy, they may be required to relocate to another property if the current Property is found to exceed their needs or otherwise not suit their circumstances.

5. Authority

The decision regarding approval for succession of tenancy where the Tenant has passed away, will be made by Evolve's Executive Manager – Social Housing.

6. DEFINITIONS

- Approved Occupant – a person, in addition to the Tenant, who is approved in writing by the Landlord to reside in the Property
- Days – means calendar days
- NCAT - NSW Civil & Administrative Tribunal
- Property – the property or residential premises as described in the Residential Tenancy Agreement between Evolve Housing and the 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. (A Tenant is also a Resident.)
- Termination Notice – a Notice to Terminate Tenancy Agreement under the *Residential Tenancies Act 2010*

7. RELATED RESOURCES

- Evolve Housing Succession of Tenancy Policy
- Housing Act 2001 (NSW)
- Probate and Administration Act 1898 No 13 (NSW)
- Residential Tenancies Act 2010 (NSW)
- Uncollected Goods Act 1995 (NSW)

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. 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.

8. VERSION CONTROL

VERSION	Date Approved	Author	Key Changes
1.0	1/08/2017		Policy adopted
5.0	31/10/2022	Raylee Golding, GM GAL/ Co Sec	Application of policy extended to controlled entities