

## PURPOSE

The purpose of this Policy is to explain who is responsible for payment of water charges for Evolve Housing properties and how Evolve Housing assesses and applies those water charges.

<b>POLICY REFERENCE</b>	HS026.6
<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

## WATER CHARGES POLICY

### 1. SCOPE

This Policy covers properties owned or managed by Evolve Housing Limited and its controlled entities, excluding Evolve Housing Vic Limited (referred to as the Company), as social or affordable housing. It applies to Tenants occupying those properties under any form of residency agreement, including a Residential Tenancy Agreement or an occupancy agreement.

### 2. POLICY STATEMENT

All Tenants are responsible for water usage charges at their Property. The Company may charge all Tenants for water usage in accordance with the *Residential Tenancies Act 2010*, relevant Ministerial Guidelines and this Policy.

Water charges are separate from all other charges including rent. The charge for water is levied each quarter and is due when billed. The amount may be paid by instalments at the same time as rental payments.

Tenants are required to pay for their actual water usage (unless section 3.2 below applies). Evolve Housing determines whether to charge on the basis of actual usage or not depending on whether:

- the Property in which the Tenant lives has a separate or a shared water meter;
- the local water authority provides Evolve Housing with sufficient usage information to determine the Tenant’s actual water usage.

#### 2.1 Water charging to dwellings with separate meters

The Company generally charges Tenants residing in homes that have a separate water meter for water based on their actual water usage. Sydney Water calculates the account based upon their charge per kilolitre used.

#### 2.2 Calculating water usage charges for properties with a shared meter

The Company is responsible for all costs associated with water provision, such as water connection charges, sewerage and other charges, as well as usage charges for provision of water in common areas.

For properties with a shared meter, a portion of each total water bill for the property will be allocated to each Tenant using the following methodology:

1. 20% of the total water bill will be deducted to allow for common area usage. (If common area water usage is wholly sourced from tank or rainwater on the site, there will be no deduction.);
2. The balance of the total water bill will be apportioned to each Tenant by applying a formula based on:
  - the total weekly rent amount for all of the impacted dwellings;
  - the amount of weekly rent payable by each Tenant; and

□ the total water bill for all of the affected dwellings.

**An example** using two different Tenants living in the same unit block which has a common area:

	Tenant 1	Tenant 2
Total weekly rent for whole unit block	\$2900	\$2900
Each Tenant’s weekly rent	<b>\$150</b>	<b>\$205</b>
Each Tenant’s portion (%) of total weekly rent for whole unit block	$\$150 \div \$2900 \times 100 =$ approx. 5%	$\$205 \div \$2900 \times 100 =$ approx. 7%

Total water bill for the whole unit block	\$1440	\$1440
Total water bill for whole unit block after deduction for common area	\$1152 (\$1440 – 20%)	\$1152 (\$1440 – 20%)
Tenant’s portion of total water bill for whole unit block	5% of \$1152	7% of \$1152
Each Tenant’s water charge	<b>approx. \$57</b>	<b>approx. \$80</b>

Each Tenant in the property would be assessed in the same way.

### 2.2.1 Multiple dwellings on one site without a shared meter

Multiple dwellings on one site (for example a cluster of homes for supported group accommodation purposes), where the local water authority does not provide sufficient information to determine the water usage for each Tenant, will be treated as a shared meter dwelling for the purposes of this Water Charge Policy.

Evolve Housing may elect to apportion water charges differently for shared meter dwellings on a case by case basis, provided its charging methodology is consistent with relevant Ministerial Guidelines.

### 2.3 Tenant is temporarily away from their Property

There is no exemption from water usage charges for Tenants temporarily away from their dwelling.

For Properties fitted with separate water meters, the water meter reading will reflect an absence from the Property. The water usage bill relating to that period will be lower as no usage will have occurred during that time.

For shared water meters, water usage charges will continue to apply and remain payable during approved absences, subject to the following;

- If the entire household is absent for more than six weeks with the approval of Evolve Housing (see the Evolve Housing Absence from a Property Policy), the charges accrued after those six weeks may then be waived, at Evolve Housing’s discretion.

### 2.4 Reviewing water usage charges / Part billing

A Tenant’s water charge may need adjustment in the following cases:

- New residency arrangements
- Tenants transferring
- Tenants obtaining succession of tenancy or residency

Water charge amount	-	Tenant’s water usage amount from latest bill	=	Difference credited or debited to Tenant’s actual
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## 2.5 Exemptions

Crisis accommodation properties managed by Evolve Housing are exempt from water charging. Crisis accommodation is defined as short term accommodation (usually 3 months or less) for people experiencing homelessness or people at risk of homelessness. Usually clients do not enter into a social housing tenancy with Evolve Housing when in crisis accommodation.

This does not apply to Evolve Housing support partners who may provide crisis accommodation to their clients.

## 2.6 Legislation and compliance

Where Residential Tenancy Agreements are in place, Evolve Housing applies water usage charges in accordance with the *Residential Tenancies Act* and associated regulations.

Some Tenants may occupy properties owned or managed by Evolve Housing under occupancy (or similar) agreements. In these circumstances, depending on the form and terms of the agreement, the *Residential Tenancies Act* will not apply.

## 2.7 Appeals and reviews of decisions

If a Tenant is not satisfied with the service provided by Evolve Housing, they can make a complaint verbally or in writing which includes completing the online form available on the Evolve Housing website.

If a Tenant does not agree with a decision Evolve Housing has made, the Tenant should first discuss their concerns with a Housing Manager. 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.

## 3. DEFINITIONS

- Appeal – a disagreement by a Resident or Applicant with a decision made by Evolve Housing that affects their application for housing, or their tenancy, and which the Resident or Applicant has requested be reviewed.
- Complaint- an expression of dissatisfaction with the standard or type of service provided by Evolve Housing, which is made by an external person or organisation (Complainant), and where the Complainant had expected or is requesting a different outcome or result.
- Non-rent Charges - any charges that are not rent, for example water charges or charges to repair damage to property. Non-rent Charges are paid separately to rent.
- Property – the property or residential premises described in the Residential Tenancy Agreement between the 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 a 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.

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

- Evolve Housing Absence from a Property Policy
- Evolve Housing Appeals Policy
- Evolve Housing Complaints Management Policy
- Evolve Housing Terminating a Tenancy Policy
- *Residential Tenancies Act 2010* (NSW)
- Ministerial Guidelines for Community Housing Water Charging

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

**5. VERSION CONTROL**

<b>VERSION</b>	<b>Date Approved</b>	<b>Author</b>	<b>Key Changes</b>
1.0	1/08/2017		Policy adopted
6.0	31/10/2022	Raylee Golding, GM GAL/ Co Sec	Application of policy extended to controlled entities