

PURPOSE

This policy defines Evolve Housing Vic Limited's (EHVL) approach to managing abandoned Vehicles left on EHVL property.

POLICY REFERENCE	VHS001.1
POLICY OWNER	General Manager, Resident Services
APPROVED BY	Evolve Housing Ltd CEO
APPROVAL DATE	1 Mar 2022
REVIEW DATE	1 Mar 2025

1. SCOPE

This policy applies to all Tenants, ex-Tenants and Household Members of EHVL, including their visitors.

2. POLICY STATEMENT

EHVL is committed to maintaining a satisfactory standard of property conditions.

This policy outlines the role of EHVL in addressing abandoned Vehicles on EHVL properties.

Vehicles that are stored, abandoned or parked inappropriately on EHVL 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 EHVL are responsible for taking reasonable precautions to prevent Vehicles from being left, stored or abandoned on EHVL property. EHVL can take action to remove such Vehicles if they are on EHVL property.

Vehicles left on public land are the responsibility of local councils or VicRoads. 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 EHVL 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 EHVL under a Residential Tenancy Agreement (includes a Tenant)
- Residential Tenancy Agreement (or Tenancy Agreement) – a written agreement between EHVL (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 EHVL 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 VicRoads, 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 1997 (Vic)
- EHVL Zero Tolerance to Violence Policy

This policy is subject to change from time to time at the discretion of EHVL

If you have any specific questions regarding this policy, please contact EHVL on 1800 693 865 or email your enquiry to myevolve@evolvehousing.com.au.

5. VERSION CONTROL

VERSION	Date Approved	Author	Key Changes
1.0	1/03/2022	GAL	Policy adopted