

PURPOSE

The purpose of this policy is to explain who is responsible for payment of water charges for Evolve Housing Vic Limited (EHVL) properties and how EHVL assesses and applies those water charges.

POLICY REFERENCE	VHS026.1
POLICY OWNER	General Manager, Resident Services
APPROVED BY	Evolve Housing Ltd CEO
APPROVAL DATE	1 Mar 2022
REVIEW DATE	1 Mar 2025

WATER CHARGES POLICY

1. SCOPE

This policy covers properties owned or managed by EHVL 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. EHVL may charge all Tenants for water usage in accordance with the *Residential Tenancies Act 1997* 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). EHVL determines whether to charge on the basis of actual usage or not depending on whether:

- the Property in which the Tenant lives is separately metered; and
- the local water authority provides EHVL with sufficient usage information to determine the Tenant's actual water usage.

2.1 Water charging to dwellings with separate meters

EHVL generally charges Tenants residing in homes that have a separate water meter for water based on their actual water usage.

2.2 Calculating water usage charges for properties with a shared meter

EHVL 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 bulk metered households (where there is no separate meter) tenants must pay a standard weekly service charge to cover the cost of water. As at 21 November 2021 these standard charges are set out below:

Property Type	Current Charges	New Service Charges
Bedsit	\$0.60 per week	\$3.20 per week
1 bedroom	\$1.05 per week	\$3.30 per week
2 bedroom	\$1.50 per week	\$4.70 per week

3 bedroom	\$1.70 per week	\$5.40 per week
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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.

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 EHVL (see the EHVL Absence from a Property Policy), the charges accrued after those six weeks may then be waived, at EHVL'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 before	-	Tenant's water usage amount from latest bill	=	Difference credited or debited to Tenant's actual water usage
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2.5 Exemptions

Crisis accommodation properties managed by EHVL 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, people escaping family violence or people experiencing some other emergency. Usually clients do not enter into a social housing tenancy with EHVL when in crisis accommodation.

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

2.6 Legislation and compliance

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

Some Tenants may occupy properties owned or managed by EHVL 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 EHVL, they can make a Complaint by completing the

relevant form available from EHVL or contacting EHVL.

If a Tenant does not agree with a decision EHVL 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 EHVL Appeals Policy.

3. DEFINITIONS

- Appeal – a disagreement by a Resident or Applicant with a decision made by EHVL 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 EHVL, which is made by an external person or organisation (Complainant), and where the Complainant had expected or is requesting a different outcome or result.
- 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 EHVL 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 EHVL and who has certain rights and obligations under that Agreement.

4. RELATED RESOURCES

- EHVL Absence from a Property Policy
- EHVL Appeals Policy
- EHVL Complaints Management Policy
- EHVL Terminating a Tenancy Policy
- *Residential Tenancies Act 1997* (Vic)

This policy is subject to change from time to time at the discretion of EHVL. Any approvals required under this policy will be granted in accordance with the Evolve Housing group Delegations of Authority Policy. 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