

PURPOSE

This policy defines Evolve Housing Vic Limited's (EHVL) and the entities described in clause 3 of this policy (collectively referred to as "the Company") approach to managing Abandoned and-uncollected Vehicles left on the Company's property.

POLICY REFERENCE	VHS001
POLICY OWNER	Group General Manager Resident Services
APPROVED BY	Group Executive Team
APPROVAL DATE	June 2025
REVIEW DATE	June 2028

1. SCOPE

This policy applies to all Tenants, ex-Tenants and Household Members of 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 and uncollected Vehicles on the Company's properties.

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

Vehicles left on public land (abandoned) 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 Company 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. Disposal an Abandoned Vehicle – Victoria

3.1 Evolve Housing policy advises strict adherence to the The Road Safety Act 1986. specifically SECT 84ZQAB and the Impounding of Motor Vehicles Act 1987This outlines the process for declaring and disposing of abandoned vehicles.

4. 4. Disposal of Uncollected Vehicle – Victoria

4.1. Identify Vehicle

Registration or VIN.

4.2 Complete Uncollected Goods Statutory Declaration

Complete and mail to - rlsearches@roads.vic.gov.au

4.3 Giving written notice

Before taking steps to dispose of any uncollected goods or vehicle, the seller must give written notice of the intention to dispose to:

- the person who left the goods or vehicle
- anyone who has registered an interest in the goods or vehicle on the Personal Property Securities Register
- anyone else the seller is aware of who has (or claims to have) a proprietary or security interest in the goods or vehicle, and
- the owner or registered operator of the goods or vehicle (if the seller knows this is not the person who left the goods)

4.4 Register of the personal property securities register

Register of the personal property securities register. Before disposing of a high-value motor vehicle, the seller must obtain a written search result from the Personal Property Securities Register. There are penalties for failing to do this. You will need to quote the car's chassis number or the vehicle identification number (VIN).

4.5 Sell the vehicle for the best price given the circumstance.

Selling an uncollected vehicle without a court order

If the seller sells any uncollected vehicle without a court order, they must give the buyer a receipt containing:

- the seller's full name, address and date of birth (or their business name, address and ABN)
- the name of the vehicle's registered owner
- the vehicle's last registration number (if available) and vehicle identification number
- the buyer's full name, address and date of birth
- the date of sale
- the sale price
- a statement that the vehicle has been sold under Part 4.2 of the Australian Consumer Law and Fair Trading Act 2012.
- Both the seller and the buyer must sign the receipt.

Any money left over after selling the goods or vehicle, and paying the relevant charge and disposal costs, is 'unclaimed money'. The seller must handle it according to rules set by the Unclaimed Money Act 2008. Hold the funds for 12 month then lodge as unclaimed money;

4.6. Record of disposal

If a business has disposed of uncollected goods or an uncollected vehicle without obtaining a court order, it must prepare a record within seven days of doing so.

This record must contain:

- a description of the goods or vehicle
- the date and method by which the business gave notice of intention to dispose of them
- the name and address of anyone the notice was given to

- the date of disposal
- the method of disposal - for example, private sale or public auction
- if the goods were sold, the:
 - name and address of the buyer
 - sale price
 - amount retained to cover the relevant charge
 - amount retained to cover the disposal costs
- if the goods were sold by public auction, the auctioneer's name and principal business address
- if applicable, the amount from the sale proceeds paid to the Registrar of Unclaimed Money and the payment date.

The business must also:

- keep the record for six years from the date of disposal
- on request, make the record available to:
 - the person who left the goods or vehicle
 - the owner of the goods or vehicle (if this is not the same person who left them), and
 - anyone else claiming to have a proprietary or security interest in the goods.

5. APPLICABILITY

This policy applies to:

Company
Evolve Housing Vic Limited
EchoRealty Vic Limited
Evolve Playford Limited
Evolve Rosanna Limited
Evolve Sunshine Limited

6. 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 the Company (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 the Company 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.

7. RELATED RESOURCES

- Residential Tenancies Act 1997 (Vic)
- Australian Consumer Law and Fair Trading Act 2012 (ACLFTA)
- Road Safety Act 1986
- Impounding of Motor Vehicles Act 1987
- EHVL Zero Tolerance to Violence Policy

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

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

8. VERSION CONTROL

Date Reviewed	Policy Reviewer	Key Changes
1/03/2022	GAL	Policy adopted
1/6/2025	MJ	Significant additions regarding Victorian requirements of dealing with an uncollected vehicle