

Tenant Damage

Policy

Document title	Tenant Damage V2.00
Contact details	Housing, Local Government and Community Development Operational Policy housing.policy@nt.gov.au
Approved by	Executive Leadership Board
Date approved	19/08/2025
Document review	24 months from date of approval
TRM number	38-D25/48090

Version	Date	Author	Changes made
2.00	01/10/2025	Operational Policy	Rebranded. Updates to sections 3.1, 3.2, 3.4, 3.5, 3.9 and 3.10.
1.01	30/03/2022	Operational Policy	Rebranded
1.00	8/02/2019	Chief Executive Officer	New

Acronyms	Full form
ISE	Information Sharing Entity
NTCAT	Northern Territory Civil Administration Tribunal
NT	Northern Territory

Contents

1. Purpose	4
2. Scope	4
3. Policy	4
3.1. Determination of tenant damage.....	4
3.1.1. Ingoing Property Condition Report.....	4
3.1.1.1. During an ongoing tenancy	4
3.1.1.2. At the cessation of a tenancy	5
3.2. Costs	5
3.3. Vicarious liability	5
3.4. Criminal damage.....	5
3.4.1. Claiming damage costs from perpetrators of criminal damage.....	6
3.5. Domestic and family violence.....	6
3.5.1. Claiming damage costs from perpetrators of domestic and family violence.....	6
3.6. Assessing liability of tenant responsibility	6
3.7. House swaps	7
3.8. Transitional Accommodation – Residential purposes.....	7
3.9. Non-Access	7
3.10. Vacating.....	7
3.10.1. Pre-vacate inspections.....	7
3.10.2. Outgoing Condition Report.....	7
3.11. Deceased tenants	8
4. Discretionary Decision-making (delegation and discretion)	8
5. Complaints and/or appeals	8
6. Review of the policy	8
7. References	8
7.1. Legislation.....	8
7.2. Policies.....	8

1. Purpose

To determine liability for damage to premises owned or leased by the Chief Executive Officer (Housing) (CEO (Housing)) in a transparent and evidence-based manner that is procedurally fair and allows for reasonable wear and tear.

2. Scope

This policy applies to public housing tenants and premises owned or leased by the CEO (Housing) for the purpose of providing public housing and includes premises leased under the Industry Housing Assistance Scheme.

3. Policy

Tenants have a responsibility not to intentionally or negligently damage the premises, ancillary property or common property in unit complexes. This responsibility extends to any improvements made to the premises by the CEO (Housing) during a tenancy.

Tenant damage is any intentional or negligent damage caused or permitted to the premises, ancillary property or common property by the tenant, a recognised occupant of the household, pets or a visitor the tenant has given consent to being on the premises.

3.1. Determination of tenant damage

Damage is determined by comparing the condition of the premises at an inspection to the condition agreed in the incoming condition report, allowing for reasonable wear and tear. Reasonable wear and tear is defined as deterioration or damage that happens as the result of normal use or ageing of the premises.

Information from previous inspections may also be used to assess changes in the condition of the premises over time.

In all cases, the CEO (Housing) will work with tenants to ascertain whether damage identified is the responsibility of the tenant.

3.1.1. Ingoing Property Condition Report

As per section 25 of the *Residential Tenancies Act 1999*, the CEO Housing will provide the tenant a copy of the Ingoing Property Condition Report, signed by the CEO Housing's representative, within three business days of a tenant taking possession of the premises.

If an ingoing property condition report is provided to the tenant and the tenant fails to confirm, sign and return the report within 5 business days, it will be deemed by the CEO (Housing) that the tenant has accepted the CEO (Housing)'s assessment of the condition of the premises.

3.1.1.1. During an ongoing tenancy

If a valid ingoing property condition report is not available, the CEO (Housing) may use other evidence, such as periodic inspection reports and tenant admissions when assessing liability for damages.

Where damage is assessed as the responsibility of a tenant, the absence of a valid ingoing property condition report does not prevent the CEO (Housing) from repairing the damage and seeking to recover the cost of repairs from a tenant during an ongoing tenancy.

3.1.1.2. At the cessation of a tenancy

The CEO (Housing) may rely upon the ingoing property condition report and other evidence, including periodic inspection reports, to determine if a tenant has intentionally or negligently damaged the premises, ancillary property, or common property in unit complexes.

If there is no ingoing property condition report, the CEO (Housing) cannot withhold bond or seek associated costs or compensation orders related to repairs and maintenance for the ceased tenancy.

Where there is sufficient evidence that the tenant has intentionally or negligently damaged the premises, ancillary property, or common property in unit complexes, the CEO (Housing) will attempt to recover costs to repair the damage by withholding the bond and seeking an order for compensation through the NTCAT, where appropriate.

3.2. Costs

Costs associated with deterioration due to reasonable wear and tear are the CEO (Housing)'s responsibility.

In calculating the cost of damage intentionally or negligently caused or permitted by a tenant, the CEO (Housing) will pass on associated labour and material costs to repair the damages through a general statement of rates.

If the tenant does not agree to repay the costs to repair tenant damage, the CEO (Housing) may seek compensation through section 122(1)(a) of the *Residential Tenancies Act 1999*.

Where the tenant has completed modifications / alterations to a premises which were not pre-approved by the CEO (Housing), the tenant will be charged the full cost incurred by the CEO (Housing) to return the dwelling to its original state.

3.3. Vicarious liability

The tenant has vicarious liability for a person that they have given consent to being on the premises. The tenant is responsible for any damage resulting from an act, or omission of an act, by that person, and will be charged accordingly.

3.4. Criminal damage

A tenant is not considered responsible for damage when the damage is the result of a crime against the tenant.

Where the damage is the result of criminal activity, the tenant must provide the CEO (Housing) with evidence that the crime which caused the damage has been reported to the NT Police in a timely manner. The following documents may be accepted by the CEO (Housing) as evidence:

- a Police Case Summary Report which names the CEO (Housing) as a victim in the matter and identifies the offences committed;

- relevant documentation from NT Police relating to the incident and consent from the tenant for CEO (Housing) to request further information from NT Police;
- a copy of the statement provided to police to enable the matter to proceed to court, including details of damage; or
- where there is no police presence in a community, statutory declarations from tenants or support letters from other Northern Territory Government Departments stating that the damage was a result of criminal activity and caused by someone who the tenant did not consent to being on the premises.

The Manager has discretion to accept other sources of evidence which can be used to verify that the damage was criminal damage and has been reported to the police close to the time of the incident.

3.4.1. Claiming damage costs from perpetrators of criminal damage

CEO (Housing) may seek to claim of costs against perpetrators for damages to the premises.

3.5. Domestic and family violence

A tenant will not be held liable for damage if the damage was caused by a person with whom they are in a domestic relationship and the act was an act of violence under the *Domestic and Family Violence Act 2007*. Please refer to the Domestic Violence policy for further information.

In line with the Domestic and Family Violence policy, supporting documentation may be requested to substantiate a client's claim, but it is not mandatory that supporting documentation is provided by the person experiencing the violence. Examples of the types of documentation that may be provided are listed in the Domestic and Family Violence policy.

As an Information Sharing Entity (ISE), the CEO (Housing) may seek information from other ISE's that will assist to substantiate and classify the damage as domestic and family violence related.

3.5.1. Claiming damage costs from perpetrators of domestic and family violence

The CEO (Housing) may bring a claim against the perpetrator for damages to the premises if the damages were caused by an act of domestic and family violence as defined by the *Domestic and Family Violence Act 2007*.

Where domestic and family violence is disclosed, staff must complete mandatory reporting requirements and report the information to NT Police on 131 444 in non-urgent situations or 000 for emergencies.

3.6. Assessing liability of tenant responsibility

When determining liability for tenant damage the CEO (Housing) may consider factors including:

- if criminal damage was reported;
- if damages were caused as a result of domestic family violence;
- tenant's admission of fault and liability for damages;
- overcrowding;
- the condition of fixtures as part of fair wear and tear assessment.

3.7. House swaps

Tenants must request approval from the CEO (Housing) prior to swapping premises.

Tenants who swap premises without the CEO (Housing)'s approval may be liable for damage to the premises not caused by them, their household, or their visitors.

House swaps require termination of both existing tenancy agreements and establishment of new tenancy agreements, including inspections and condition reports (refer to the Termination of a Tenancy policy). The signed ingoing property condition report must be given to the ingoing tenant within three business days after the tenant takes approved possession of the premises.

3.8. Transitional Accommodation – Residential purposes

A tenant under a temporary Transitional Accommodation Agreement has a responsibility to not intentionally or negligently cause or permit damage to the transitional accommodation.

The Transitional Accommodation Agreement is a binding agreement which may be enforced through the NTCAT or the local court. The CEO Housing may seek compensation from the tenant for costs related to tenant damage at transitional accommodation.

3.9. Non-Access

Under section 77 of the *Residential Tenancies Act 1999*, a tenant must not unreasonably impede a contractor from undertaking repairs at the Premises, providing the attendance was in accordance with the *Residential Tenancy Act 1999*.

In cases where repairs are required and the tenant has unreasonably impeded or refused access to the premises, the CEO (Housing) may apply to NTCAT for an access order and may seek compensation for costs arising from the contractor's inability to access the premises.

3.10. Vacating

3.10.1. Pre-vacate inspections

The CEO (Housing) may offer the tenant an opportunity to attend a pre-vacate inspection, or the tenant may request a pre-vacate inspection.

A pre-vacate inspection will provide the tenant an opportunity to rectify cleanliness issues, before vacating the premises. This may assist in reducing potential claims by the CEO (Housing) against the security deposit.

Inspections, including pre-vacate inspections, may only be conducted once every three months. If an inspection has been undertaken within the last three months, the CEO (Housing) can only undertake a pre-vacate inspection with the consent of the tenant.

3.10.2. Outgoing Condition Report

If an outgoing condition report identifies damage that is assessed as the responsibility of the tenant, the CEO (Housing) will arrange for repairs and notify the vacating tenant of the amount of bond to be retained to cover costs of repairing damage.

Where the bond does not fully cover the cost of repairs, and the vacating tenant cannot pay the invoice for the associated costs, the CEO (Housing) may apply for compensation through the NTCAT.

3.11. Deceased tenants

Damage caused or permitted during a tenancy that is identified in the outgoing condition report of a deceased tenant may be claimed from the deceased tenant's estate.

4. Discretionary Decision-making (delegation and discretion)

The CEO (Housing) may delegate a power or function under the *Housing Act 1982* or other Act. Delegated officers may make decisions on behalf of the CEO (Housing) in line with the Department's Housing Delegations and Financial Management Delegations.

A discretionary decision may be made outside the general application of policy if it supports the policy intent, will prevent a client from being unfairly disadvantaged, and is in line with the Department's delegations and legislative obligations.

Discretion can be applied to this policy using the Discretionary Decision-Making policy.

5. Complaints and/or appeals

If a client is not satisfied with either a decision or action of the CEO (Housing), they can access the Department's complaints and/or appeals processes. For further information, please refer to the Complaints and/or Appeals policies.

6. Review of the policy

If at any time the legislative, operating or funding environment is so altered that the policy is no longer appropriate in its current form, the policy shall be reviewed and amended accordingly. This policy will be reviewed within two years of release.

7. References

7.1. Legislation

Care and Protection of Children Act 2007

Criminal Code Act 1983

Domestic and Family Violence Act 2007

Housing Act 1982

Residential Tenancies Act 1999

7.2. Policies

Appeals Policy

Complaints Policy

Damaged Electricity Meters Policy
Discretionary Decision-Making Policy
Domestic and Family Violence Policy
Entitlement Policy
Inspections Policy
Property Management Policy
Social Housing Transfers Policy
Security Deposit Policy
Termination of a Tenancy Policy