Memorandum of Understanding

Memorandum between

COMMUNITY AND HOME SUPPORT SA - DISABILITY SERVICES (**"Disability Services"**), an operational unit of the Department for Communities and Social Inclusion

COMMUNITY AND HOME SUPPORT SA – Intake Assessment and Resource Allocation (**"IARA"**), an operational unit of the Department for Communities and Social Inclusion (note: may need to be both??)

and

[Insert name of individual Community Housing Organisation]

Regarding

Working in co-operation regarding the allocation and ongoing management of properties in the community housing debenture program, and the Supported Tenancy Scheme/ Disability Housing Program targeted for Disability Services clients.

Parties to this MOU can use this document as a basis for their agreement. The MOU is a template that can be amended according to the specific requirements of each party as it relates to relevant properties and tenancies.

Commencement Date

This Memorandum of Understanding will be effective from …… 2012 with a review date of …….. 2013.

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MEMORANDUM OF UNDERSTANDING

DATED THE ……..DAY OF……2012

PARTIES:

COMMUNITY AND HOME SUPPORT SA - DISABILITY SERVICES (**"Disability Services"**), an operational unit of the Department for Communities and Social Inclusion of [Enter Address]

COMMUNITY AND HOME SUPPORT SA – Intake Assessment and Resource Allocation (**"IARA"**), an operational unit of the Department for Communities and Social Inclusion (note: may need to be both??)

AND

[INSERT NAME OF COMMUNITY HOUSING ORGANISATION], (**"the Landlord"**) of [Enter Address]

IT IS AGREED:

1. INTRODUCTION

1.1 The Parties to this Memorandum wish to form a relationship relating to the delivery of co-ordinated tenancy management and support services, as defined later in this document, to clients of Disability Services allocated to debentured, STS and disability housing properties as described at Schedule 1 ("**the properties**"), with a view to building sustainable tenancies and empowering people with disabilities to live independently in the community.

1.2 The Memorandum of Understanding provides a clear reflection of the responsibilities of the Parties in relation to the provision of tenancy management and support services in addition to describing operational protocols for the nomination and allocation of tenants (refer Procedures at Appendix 1).

2. DEFINITIONS AND INTERPRETATION

For the purpose of this Memorandum the following definitions apply:

2.1 **"Act"** unless otherwise specified, means the SA Co-operative & Community Housing Act, 1991

2.2 **"CHCR"** means the Community Housing Customer Register, the system for a person to register an interest in becoming a Community Housing tenant, also determining eligibility for Community Housing.

2.3 **"Commencement Date"** means the date as set out on page 1 of this Memorandum;

2.4 **"Community housing"** (for purposes of this MOU only) refers to debentured properties in community housing, STS properties and Disability Housing Program properties.

2.5 **"Co-tenancy"** means where a property is occupied by more than one tenancy ie. multiple households within one property on individual tenancy agreements;

2.6 **"Confidential Information"** means information disclosed or received by, or on behalf of, a Party that:

2.6.1 is by its nature confidential; or

2.6.2 is designated by the disclosing Party as confidential

but does not include

2.6.3 this Memorandum; or

2.6.4 information which is or becomes public knowledge other than by a breach of this Memorandum.

2.7 **"Duty of Care"** means the obligation to take reasonable care to avoid acts or omissions which can be foreseen as likely to result in self harm or cause injury to another.

2.8 **"Executive Negotiators"** means the person nominated as the executive negotiators of the Parties. As at the Commencement Date the Executive Negotiators are as set out in Schedule 2.

2.9 **"Fair wear and tear"** is any deterioration of, or damage to, a property that arises out of or in connection with age and reasonable use of the property.

2.10 **"Intellectual Property"** means any patent, copyright, trademark, trade name, design, trade secret, know how or other form of confidential information, or any right to registration of such rights and any other form of intellectual property right.

2.11 **"Memorandum"** means this memorandum of understanding including any annexures and schedules, as amended from time to time.

2.12 **"Non fair wear and tear"** is any deterioration of, loss of, or damage to, a property that did not arise out of or in connection with "fair wear and tear". Further, it is any damage that is deliberate by the tenant or their guests or accidental by the tenant or their guests.

2.13 **"Occupancy Standard"** is the acceptable standard of occupants for a property. The standard seeks to minimise under-occupancy or overcrowding wherever possible.

2.14 **"Property"** has the meaning as set out in clause 5.

2.15 **"Support Service"** means a personal support service agency which assists a person living with disability to live independently.

2.16 **"The Parties"** refer to Disability Services, IARA and [insert name of] as noted on page 1 of this Memorandum.

2.17 **"Term"** has the meaning as set out in clause 7; and

2.18 **"Representatives"** has the meaning as set out in clause 9.

3. STATEMENT OF INTENT

3.1 This Memorandum is to provide a framework within which the Parties can work together and provides a clear understanding of what each Party expects of the other.

3.2 This Memorandum reflects the commitment of the Parties to ensure people living with a disability are central to the development of quality accommodation solutions and that they have control over key decisions in their lives; are provided the opportunity to be included as active citizens in the wider community; and are encouraged to grow their capacity to enjoy active lives of their choice; and serves to consolidate the mutual efforts of the Parties in pursuance of that commitment.

3.3 Each Party recognises that the aims and purposes of this Memorandum are to fulfil the requirements set out in various housing agreements including the National Affordable Housing Agreement and to promote the interests of individual tenants; and to this end recognise the importance of co-operative planning and a more inclusive approach to tenancy management and the delivery of formal support services to persons living with a disability.

3.4 The Parties acknowledge that this is an administrative arrangement and is not intended to create legal relations.

3.5 Each Party will take reasonable action to ensure that they fulfil their obligations outlined in this Memorandum, to facilitate secure and sustainable tenancies for persons living with a disability.

3.6 The Parties agree that all actions taken under this Memorandum will not in any way contradict the rights and obligations imposed on either Party by relevant Funding/Contractual Agreements and/or legislation.

4. PRINCIPLES

The Parties that are signatories to this Memorandum agree to operate according to the following principles:

4.1 The Parties agree that the relationship should be guided by the principles of mutual respect, cooperation, open communication and information sharing within the confines of obligations of confidentiality.

4.2 This Memorandum is underpinned by a clear understanding that people with complex needs require an appropriately tailored service response that is holistic, flexible and responsive to individual needs.

5. SCOPE

The Properties to which the conditions of this Memorandum apply, are described in Schedule 1. (**“the Property”**)

6. OBLIGATIONS OF THE PARTIES

In relation to the properties set out in Schedule 1 of this Memorandum, the Parties must comply with the additional requirements (if any) as set out in this clause:

6.1 Permitted Use

6.1.1 The Landlord agrees that the Property may only be used to accommodate eligible[1] households which include a person living with a disability recommended by IARA, unless otherwise agreed between the Parties.

6.2 Tenant Allocation

6.2.1 Schedule One (1) sets out, per dwelling, the specific tenant allocation considerations including the numbers of co-tenancies and vacancy holding rate. In determining an appropriate tenant allocation, all parties will consider the prospective tenant's support needs, issues of social mix and will apply any conditions, where appropriate, set out in the Landlords' Allocation Policy, as determined by the Landlord from time to time. This may include the application of an approved Occupancy Standard.

6.2.2 CHSSA will refer and coordinate the selection of tenants to fill any vacancy in partnership with:

- any co-tenant;
- the Landlord;
- non-government rehabilitation and support providers; and
- the prospective tenants.

The parties will ensure existing tenants' are consulted and their rights are observed when considering the prospective tenant's selection.

6.2.3 CHSSA will work with the prospective tenant to provide the Landlord with relevant information[2] in order that eligibility for community housing and category of housing need (where relevant) can be confirmed prior to a formal offer of accommodation being made.

6.2.4 IARA will work with the prospective tenant and support agency to ensure the tenant is registered on the CHCR prior to a formal offer of accommodation.

6.2.5 When a tenant changes a room in a co-tenancy household the landlord is to be informed by the relevant disability support provider or disability client. A change to a room is a transfer of tenancy.

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[1] Eligibility should be determined in accordance with the Housing Association's Eligibility Policy and the Community Housing Eligibility Policy (incorporating Housing Needs Assessments), SA Co-perative & Community Housing Act, 1991, disability eligibility policy and any other relevant contractual and legislative obligations relating to these properties.

[2] This includes the completion of the *Registration of Interest Form for Community Housing* for Debentured properties, and any written verification required to confirm needs (ie. support letters) including the *Housing Needs Report Form* where required.

6.3 Tenure and Lease arrangements

6.3.1 Both Parties will work together to ensure appropriate and affordable housing, with required support services, are provided for the duration of need.

6.3.2 The Landlord will enter into a tenancy agreement with individual tenants, unless otherwise negotiated and agreed between the Parties.

6.3.3 Prior to tenancy, the tenant will to provide the Landlord with required proof of income in order that rent payable can be determined.

6.3.4 The tenant, Disability Services, the support provider and the landlord will work jointly to nominate the new tenancy start date.

6.4 Support Services

6.4.1 Disability Services or an existing support provider will work with the prospective tenant to co-ordinate the assessment of any changes to support needs and will work with them to arrange appropriate support services to be in place, enabling him/her to take up and sustain their tenancy.

6.4.2 Disability Services or an existing support provider will ensure appropriate support services and funding are provided for the duration of the tenancy.

6.4.3 Disability Services will advise the Landlord of the Support Provider chosen by the prospective tenant.

6.4.4 Where a client disengages with support the Landlord may advise Disability Services and it remains Disability Services responsibility to attempt to resolve support arrangements in consultation with the tenant. The support provider should also advise Disability Services when the client has disengaged from support.

6.4.5 The Landlord will work directly with tenants and with their consent, families or support workers, on tenancy matters. Disability Services or a service provider may be invited by any Party to liaise.

6.5 Tenancy Management

6.5.1 Responsibility for the following elements are set out in accordance with the requirements of individual tenancy agreements:

- bond;
- rent payment method;
- connection of utilities/phone connection
- air-conditioning; and
- furniture/white goods.

6.5.2 The Landlord will advise all tenants of their obligations under all applicable by-laws, policies and guidelines and the requirements of

the Residential Tenancies Act 1995 and Regulations. Visual tools may be used to explain this to people with a cognitive impairment

6.5.3 The Landlord will advise Disability Services if the tenancy is at risk.

6.6 Rent

6.6.1 The Landlord will calculate rent due as set out in Schedule One (1) in accordance with the requirements of various rental calculation parameters pertaining to individual dwellings.

6.6.2 Where considered appropriate and agreed between the Parties, the Landlord may charge an additional levy on behalf of tenants to aid in the coordination of garden maintenance or similar property responsibility. (Refer Schedule 1)

6.6.3 Where tenants are not financially discharged and/or pay board and lodging to a service provider, the service provider will take responsibility for the payment of rent and any arrears.

6.6.4 Where the nature of the support program requires a significant footprint within the house, a discussion will be held between the Parties to consider the cost impacts for the Landlord.

6.7 Asset Management

6.7.1 Alterations/Modifications – required by the tenant

(a) Modifications required by the tenant will be the subject of negotiations between the tenant and the community housing organisation. The community housing organisation will approach Housing SA to apply for alterations. Housing SA will respond according to the Housing SA Disability Modifications Policy, or the Community Housing Disability Modifications Policy, depending on the program to which the property belongs.

6.7.2 Alterations/Modifications - required by Disability Services and/or Support Workers

(a) Disability Services will support the tenant to ensure Support Agencies and/or Support Workers do not:

(i) Erect any building or structure on the Property;

(ii) Make or permit to be made any alteration to the Property;

(iii) Install any fixture or fitting to the Property;

(iv) Permanently take over any room or part thereof for their use without regard for clause 6.6.4 (rent); and

without first obtaining the consent of the tenant, written consent of the Landlord and Housing SA if required.

(b) Consent of the Landlord to undertake these alterations/modifications, will be conditional on Disability Services co-ordinating all relevant permits and ensuring that the

work is completed according to all applicable building standards and in conformity with all applicable regulations/body corporate rules. Any costs associated with these requirements will be negotiated between Disability Services and the individual tenant.

(c) Disability Services will maintain any equipment or fixtures fitted by Disability Services for which Disability Services maintains ownership of. Disability Services will be responsible for removal of these items unless otherwise agreed with the Landlord and will repair or cause to be repaired, any damage resulting from the installation or removal of these items.

(d) Any capital and ongoing maintenance costs associated with property modifications, alterations, fittings, fixtures required in order to satisfy Occupational Health & Safety Requirements for resident Carers, will be negotiated between the Parties.

6.7.3 Maintenance

(a) Unless otherwise provided for in this Memorandum, the Landlord will be financially responsible for the management of the property except for equipment/additions to the property provided by the tenants, Disability Services or the Support Agency: see Schedules 2 and 3.

(b) Both Disability Services and the support provider will support the tenant to report any need for urgent repairs and maintenance direct to the Landlord or take other action as agreed in advance between the parties.

(c) The Landlord will be responsible for consulting when appropriate with the tenant or their Support Provider regarding maintenance which may be disruptive to the tenant.

(d) Responsibility for capital and ongoing maintenance costs associated with non-standard and other specialised items, are shown at Schedules 3 and 4.

(e) Unless otherwise provided for in the Schedules to this Memorandum, the Landlord will be responsible for costs associated with *fair wear and tear*.

(f) Unless otherwise provided for in the Schedules to this Memorandum, responsibility for costs associated with *non fair wear and tear* will be determined between the parties on a case by case basis.

(g) Clients with a disability who require a wheelchair may be more likely to cause deterioration of, or damage to, a property that does not arise out of or in connection with age and reasonable use of the property (fair wear and tear). This can be considered on a case by case basis.

(h) The parties agree to review these arrangements within 12 months of the signing of this Memorandum.

6.8 Co-tenancy Households

Where a property is occupied by more than one tenancy:

(a) Each tenancy (household) will enter into a separate tenancy agreement with the Landlord.

(b) A separate agreement between the tenant and Disability Services relating to shared services, will be negotiated by Disability Services.

(c) Any disputes arising between tenants relating to tenant compatibility, behaviour, personal support or family matters are the responsibility of CHSSA (Disability Services) and the service provider to resolve. In the resolution of Disputes between tenants relating to property matters or where the situation may impact on the landlords obligations under the Residential Tenancy Act the parties will work together to resolve.

6.9 **Vacancies**

6.9.1 Support providers will support the tenant to ensure notification is provided to the Landlord of any anticipated/planned or unplanned vacancies as soon as they become aware of the vacancy.

6.9.2 The Landlord will notify CHSSA Accommodation Placement Panel as soon as they become aware of a vacancy.

6.9.3 CHSSA Accommodation Placement Panel provides an undertaking to strive to identify a prospective tenant within 14 days of the vacancy becoming known. Both parties are responsible for ensuring that vacancies are kept to a minimum.

6.9.4 If there is a delay in taking up residency a Vacancy Holding Rate will apply from the date the property is available for occupancy (providing 14 days notice has been given) until an occupant moves in.

6.9.5 The Vacancy Holding Rate is payable by Disability Services to the Landlord for that accommodation at a rate of 74.9% of market rent (pro-rata in co-tenancy dwellings).

6.9.6 Dwelling insurance and security is an obligation for both Parties during the Vacancy Holding Period. In the event of a theft/incident during a period when the Vacancy Holding Rate is applicable, Disability Services will fund the cost of any insurance excess and the cost of any additional premium if this is required in the situation of an extended period of vacancy beyond 60 days or as determined from time to time by the dwelling Insurer. Both Parties are required to agree on a plan to keep the dwelling safe during this period and this may involve security patrols, visits by staff, timer lights etc.

6.9.7 Disability Services and/or the Support Provider will support the Tenant to notify the Landlord if an occupant is absent from the property for an extended period eg; if the tenant is admitted to hospital. In the situation of an extended absence, Disability Services will work with the tenant and Landlord to assess the period of the absence and the impact on occupation. While it remains the Tenants responsibility to pay rent when due, Disability Services may, at its discretion, support the Tenant to maintain accommodation through the use of the Vacancy Holding Rate during an absence.

7. TERM AND REVIEW

7.1 This Memorandum commences on the Commencement Date and, subject to early termination pursuant to the terms of this Memorandum, shall continue unless superseded by the development and commencement of a replacement Memorandum of Understanding at any time.

7.2 This Memorandum shall be reviewed every 12 months from the Commencement Date, either Party may initiate negotiations. Any review itself shall not terminate this Memorandum, and the responsibilities of both Parties therein shall continue throughout any review or review period.

8. TERMINATION

8.1 Either Party may terminate this Memorandum by giving the other Party at least three (3) months written notice with due cause.

8.2 Both Parties will fulfil their obligations as required by this Memorandum for tenancies entered into prior to any termination, until such time as these tenancies end, or by agreement of all parties.

8.3 A waiver of any provision of this Memorandum must be in writing and mutually agreed by both Parties.

9. PARTIES REPRESENTATIVES

9.1 Any power or discretion exercisable by a Party under this Memorandum may be exercised by the relevant Party's representative (**"Representatives")**.

9.2 As at the Commencement Date the Party's Representative are as set out in Schedule 2.

9.3 A Party may change its representative from time to time throughout the Term by written notice to the other Party.

10. COOPERATION

The Parties agree that matters of significance will be discussed in an honest manner, without prejudice and in confidence.

11. RISK MANAGEMENT

The Parties agree to inform each other of any public release of information of matters of significance with any media issues referred to Department for Communities and Social Inclusion representatives where considered appropriate.

12. ONGOING MONITORING AND COMMUNICATION

The Parties will be jointly responsible for the ongoing monitoring of the obligations set out under this Memorandum and agree to utilise appropriate communication strategies to ensure timely and appropriate responses to crises and changing needs.

13. DISPUTE RESOLUTION

The parties will endeavour to resolve disputes concerning interpretation or application of this Memorandum by mutual agreement. This includes:

13.1 Attempts to resolve the dispute locally, wherever possible ie. through discussion between the CHSSA Accommodation Placement Panel with involvement from the regional manager responsible for services in the relevant region and individual Landlord;

13.2 In the event of a disagreement or dispute arising between the Parties in relation to this Memorandum which cannot be resolved by the Party's Representative within a reasonable time having regard to the nature of the disagreement, then either Representative can refer the matter to the Party's Executive Negotiators who will endeavour to resolve the dispute by direct negotiation.

13.3 If the disagreement or dispute cannot be resolved by the Executive Negotiators within ten (10) Business Days the matter will be referred to an Independent Arbitrator as agreed between the Parties.

13.4 Notwithstanding the existence of the disagreement or dispute each Party must continue to perform its obligations under this Memorandum.

14. ENTIRE ARRANGEMENT

This Memorandum constitutes the entire Arrangement of the Parties regarding the matters dealt with in this Memorandum and supersedes all prior arrangements, understandings and negotiations in respect of those matters.

15. CONFIDENTIALITY

15.1 In the course of each Party performing its obligations under this Memorandum, each Party may be provided with Confidential Information.

15.2 Each Party agrees to keep the Confidential Information confidential and not to use it for any purpose other than as required to assist in the performance of the relevant Party's obligations under this Memorandum.

15.3 Personal customer details will be removed from information obtained through Disability Services prior to being used for Commonwealth and State outcome reporting.

16. INFORMATION SHARING GUIDELINES

16.1 All Parties will act in accordance with the applicable confidentiality and privacy laws and policies (The *Code of Fair Information Practice* is the determinant of privacy policies for Preferred Growth Providers, as registered Community Housing Associations; and for CHSSA, as an agency of the Department for Communities and Social Inclusion.

16.2 The purpose of information sharing between the Parties is to exercise effective duty of care to the individual.

16.3 If it is essential for information relating to the personal affairs of individual persons to be exchanged between the Parties to this Memorandum without the individual's consent, it must be ensured that that this release occurs in accordance with relevant Privacy laws.

17. VARIATION OF MEMORANDUM

The Parties to this Memorandum may negotiate variations/additions to these Commitments as considered appropriate by both parties.

18. NOTICES

A notice is properly given or served if the Party delivers it by hand, posts it or transmits it by facsimile or email to the Party's Representative. A notice is taken to be received:

18.1 If delivered by hand, on the day of delivery if delivered before 5.00 pm (in the place of delivery) on a Business Day, otherwise on the next Business Day;

18.2 If sent by prepaid mail, on the third Business Day after posting; or

18.3 If transmitted by facsimile and a correct and complete transmission report is received on the day of transmission: on that day if the report states that transmission was completed before 5.00 pm (in the place of receipt) on a Business Day, otherwise on the next Business Day, provided that if the recipient receives by facsimile transmission a notice that is illegible, the recipient must notify the sender immediately and the sender must continue to retransmit the notice until the recipient confirms that it has received a legible notice. The rules in relation to transmission reports as stated above apply; and

18.4 If sent by email upon confirmation of any kind that the recipient has received the email if the confirmation states that the transmission was received before 5:00 pm on that Business Day, otherwise on the next Business Day.

EXECUTED AS A MEMORANDUM OF UNDERSTANDING

SIGNED for and on behalf of **Disability Services** by:

…… **……..**

Print name **Signature**

who is duly authorised in that regard in the presence of:

……..

Witness

……

Witness Print name

SIGNED for and on behalf of **[Insert Name] Housing Association Inc.** by:

…… **……..**

Print name **Signature**

who is duly authorised in that regard in the presence of:

……..

Witness

……

Witness Print name

SCHEDULE 1

Address	House/ unit/ flat	Number of bedrooms	Co-Tenants max number allowed	Rental calculation method applicable to dwelling	Rental and levy structure (indexed)	Vacancy Holding Rate (indexed)	Review date	Bond Arrangements	Utilities / water rates / content insurance
12 Example St, Exampleville	*House*	*3*	*2*	*Income based rent 25% of income + Commonwealth Rent Assistance.*	*Two tenants with individual tenancy agreements* *Tenant one: Income based rent 25% of income + Commonwealth Rent Assistance* *Tenant Two: Income based rent 25% of income + Commonwealth Rent Assistance* *Total rent capped at maximum ceiling rent* *Garden levy of $3 applicable*	*74.9% of market rent. Calculated pro-rata if one tenant*	*March 2013*	*Tenants will be required to pay 4 weeks bond in advance.*	*Housing Association takes no responsibility for the payment cost, supply and usage of, gas, electricity, other consumable, and contents insurance.*

[Housing Association] representative: Name: _____ Signature:_____

Disability Services Representative: Name: _____ Signature: _____

Endorsed: [Date]

SCHEDULE 2

Nominated Representatives

Commencement Date	*…….2011*
Review Date	*…….2013*

Disability Services's Representative	
Name	
Position	
Address	
Telephone	
Email	

[Insert PGP name] Representatives:	
Name	
Position	
Address	
Telephone	
Email	

SCHEDULE 3

Non Standard Items as defined by the Residential Tenancy Act

Item	Capital Costs	Maintenance Costs
Air conditioners	Initial Installation If not already included in the construction of the dwelling, 100% Disability Services* Replacement capital costs Tenant responsible for portion deemed to be reasonable for standard service (refer Schedule 3.1) with the payment of any gap negotiated between DSA and Landlord.	Tenant(s) to determine in negotiations with Disability Services. Tenant responsible for portion deemed to be reasonable for standard service (as set out in Schedule 3.1), with the payment of any gap to be negotiated between DSA and the Landlord..
Antennas	If not already included in the construction of the dwelling, 100% Disability Services*.	100% Disability Services*
Ceiling Fans	Tenant(s) to determine in negotiations with Disability Services	Tenant(s) to determine in negotiations with Disability Services
Washing Machines	Tenant(s) to determine in negotiations with Disability Services	Tenant(s) to determine in negotiations with Disability Services
Dishwashers	Tenant(s) to determine in negotiations with Disability Services	Tenant(s) to determine in negotiations with Disability Services
External blinds	If not already included in the construction of the dwelling, 100% Disability Services*[*]	100% Disability Services*
Floor coverings	If not already included in the construction of the dwelling, 100% Disability Services*	100% Disability Services* where not provided in the initial construction or where beyond what is deemed fair wear and tear by the Landlord
Garden Sheds	If not already included in the construction of the dwelling, 100% Disability Services*	Tenant(s) to determine in negotiations with Disability Services*
Internal blinds and curtains	Tenant(s) to determine in negotiations with Disability Services	Tenant(s) to determine in negotiations with Disability Services
Light fittings	Standard fittings supplied during construction, beyond this: Tenant(s) to determine in negotiations with Disability Services	Tenant(s) to determine in negotiations with Disability Services
Rain water tanks[3]	Tenant(s) to determine in negotiations with Disability Services	Tenant(s) to determine in negotiations with Disability Services
Refrigeration units	Tenant(s) to determine in negotiations with Disability Services	Tenant(s) to determine in negotiations with Disability Services

[*] In partnership with any applicable provisions provided by Housing SA's Community Partnerships and Growth Disability Modifications Policy and Procedures

[3] Other than where the tank is the only source of water for the premises

Room heaters	Initial Installation If not already included in the construction of the dwelling, 100% Disability Services* Replacement capital costs Tenant responsible for portion deemed to be reasonable for standard service (refer Schedule 3.1) with the payment of any gap negotiated between DSA and Landlord.	Tenant(s) to determine in negotiations with Disability Services. Tenant responsible for portion deemed to be reasonable for standard service (as set out in Schedule 3.1), with the payment of any gap to be negotiated between DSA and the Landlord.
Spa bath motors	Tenant(s) to determine in negotiations with Disability Services	Tenant(s) to determine in negotiations with Disability Services
Swimming pools and associated plan or equipment	Tenant(s) to determine in negotiations with Disability Services	Tenant(s) to determine in negotiations with Disability Services
Waste disposal units	Tenant(s) to determine in negotiations with Disability Services	Tenant(s) to determine in negotiations with Disability Services
Water pumps[4]	Tenant(s) to determine in negotiations with Disability Services	Tenant(s) to determine in negotiations with Disability Services
Window treatments	Tenant(s) to determine in negotiations with Disability Services	Tenant(s) to determine in negotiations with Disability Services
Garden maintenance & gutter cleaning	N/A	Tenant(s) to determine in negotiations with Disability Services unless an approved levy applies.

[4] Other than where the water pumped is the only water supplied to the premises

SCHEDULE 3.1

Address	Air conditioners	Room Heaters

SCHEDULE 4

Other Items - Specialised

Item	Capital Costs	Maintenance Costs
Automatic doors	If required for an individual and not already included in the construction of the dwelling, 100% Disability Services**	Tenant(s) to determine in negotiations with Disability Services
Damage by wheelchairs	New buildings to be constructed of impact resistant wall linings	Beyond what is deemed *fair wear and tear* by the Landlord, 100% Disability Services
Duress Alarm	If required for an individual and not already included in the construction of the dwelling, 100% Disability Services*	Tenant(s) to determine in negotiations with Disability Services*
Emergency lighting	Emergency lighting required under Building Code of Australia supplied during construction, beyond this Disability Services	Tenant(s) to determine in negotiations with Disability Services
Restrictive locks and other devices	Are to be prescribed. 100% Disability Services	Tenant(s) to determine in negotiations with Disability Services
Shower heads	Robust showers heads to be included in construction	Beyond what is deemed *fair wear and tear* by the Landlord, 100% Disability Services
Thermatic mixing valves	100% Disability Services*	Tenant(s) to determine in negotiations with Disability Services*
Toilet blockages	Not applicable	Beyond what is deemed *fair wear and tear* by the Landlord, 100% Disability Services
Fire Alarm monitoring	100% Disability Services	Tenant(s) to determine in negotiations with Disability Services
Specialised equipment or personalised modifications – hoists and tracks, ramps, grab rails	If not already included in the construction of the dwelling. 100% Disability Services in partnership with Housing SA's Community Partnership and Growth Disability Modification policy	Tenant(s) to determine in negotiations with Disability Services
Support workers needs	Disability Services to negotiate based on individual situations (ie. the carer may be other than a service provider)	Tenant(s) to determine in negotiations with Disability Services

* In partnership with any applicable provisions provided by Housing SA's Community Partnerships and Growth Disability Modifications Policy and Procedures

Appendix 1

Attach final tenant placement procedures