

# MANAGEMENT AGREEMENT

For

Roderick Street Bremer Bay (6 UNITS)

Derrick St Jerramungup (6 UNITS)

Between

Great Southern Community Housing Association Inc.

(The Housing Manager)

and

Shire of Jerramungup

(The Housing Provider)

October 2014

## **1. PURPOSE OF THE AGREEMENT;**

The purpose of this agreement is to identify the roles, relationships and responsibilities of the Great Southern Community Housing Association (GSCHA) and the Shire of Jerramungup (The Shire) in the management of the properties listed in Schedule A and additional properties as agreed from time to time.

## **2. TERM**

This contract will commence on 27 October 2014 and continue for five years unless terminated under Clause 9

## **3. RESPONSIBILITIES OF THE GSCHA;**

The GSCHA shall be responsible for:

- a) Managing the tenancy in accordance with the GSCHA Policies and Procedures Manual and the Residential Tenancies Act (1987). This will involve transferring all existing tenants to GSCHA lease agreements.
- b) Joint tenant selection via the Allocations Committee. (Clause 5)
- c) Rent assessment, collection, reviews and monitoring.
- d) Undertaking regular property inspections and property condition reports (on a yearly basis as a minimum).
- e) Ensuring that maintenance of the property is carried out in line with GSCHA policy, including common areas.
- f) Meeting safety requirements to Department of Housing Standards.
- g) Ensuring confidentiality of tenant information.
- h) Fostering and promoting tenant participation.
- i) Advising the Shire of Jerramungup of any items outlined in clause 10 and giving adequate time to rectify a problem, if a tenancy is at risk.
- j) GSCHA will charge the following management fee, reviewed annually
  - Direct Labour costs and indirect administration costs - \$2,136 per property
  - Travel costs - \$2,029 per annum for 4 trips by the Property Manager.
- k) Planning and implementing long term maintenance requirements.
- l) All required insurance for the houses including building, public liability insurance.
- m) Reporting and compliance requirements to the Department of Housing for the rental properties.
- n) Consultation with the Shire of Jerramungup to ensure compliance with Statutory Regulations.

- o) Provision of Income and Expenditure reports to the Shire of Jerramungup (relating to the properties) on request or six monthly.
- p) GSCHA notes the interest of the Shire of Jerramungup in the insurance cover that the Association arranges e.g. Industrial Special Risks and Liability Insurance.

#### **4. RESPONSIBILITIES OF THE SHIRE OF JERRAMUNGUP;**

The Shire of Jerramungup shall be responsible for;

- a) Informing the GSCHA of matters which may affect its management of the properties.
- b) Nominating representatives for the GSCHA Tenant Allocations Committee if required.
- c) Assist the GSCHA to identify opportunities for further housing options in the Shire
- d) Consulting with GSCHA to ensure compliance with Statutory Regulations.
- e) Referring all applicants to the GSCHA.

#### **5. TERMINATION OF TENANCIES UNDER THE RTA;**

The process of terminating tenancies will be in line with the provisions of the Retail Tenancies Act, the main points are

- a) The tenant can relinquish tenancy in writing to us (21 days' notice).
- b) A breach notice for a breach of the Tenancy Agreement (14 days to rectify), followed by a Termination Notice (7 days to vacate) followed by a Court hearing if the tenant refuses to vacate. For all breaches and terminations, GSCHA must receive a complaint in writing or evidence of a breach of the Residential Tenancies Act and the facts verified by another party and/or the police if it is a police matter.
- c) 60 days' notice for no reason. This option would only be used with the agreement of the tenant and both parties except in the case if the property is no longer safe to reside in.

**NOTE: THE GSCHA IS A HOUSING PROVIDER AND CANNOT PROVIDE SUPPORT TO TENANT/S BUT WILL ENDEAVOUR TO LINK TENANTS WITH APPROPRIATE SUPPORT IF REQUIRED.**

#### **6. ALLOCATIONS PROCESS;**

There will an Allocations Committee made up of representatives from the Shire of Jerramungup and the GSCHA Housing Services Manager and Property Managers.

All low income applicants must be on the Department of Housing Joint Wait List.

Up to 30% of tenants can be on moderate incomes and must be eligible under the National Rental Affordability Scheme (NRAS) Income Limits.

The Allocations Committee will discuss referrals and reach a mutually acceptable allocations decision. Consideration of a suitable social mix in complexes is important to ensure sustainability of tenancies.

## **7. REVIEWS;**

A review of the tenancy, including a property inspection, is to be carried out after 3 months from the commencement of the tenancy.

Time frame for review process is to be set by mutual agreement between GSCHA and the Shire of Jerramungup

## **8. VARIATIONS TO THE AGREEMENT;**

Any variations to this Agreement must be agreed in writing by all parties.

## **9. TERMINATION OF THE AGREEMENT;**

This agreement may be terminated by either party giving 90 days' notice to the other party only in the following circumstances:

- a) Where either party is not complying with a provision of this agreement and the dispute resolution procedure outlined in this Agreement has been exhausted; or
- b) Where both parties agree to end the agreement

## **10. KEYS;**

Both GSCHA and the Shire of Jerramungup will hold copies of keys to the properties.

## **11. PROBLEM TENANCIES;**

The following are indicators of a tenancy which may be or become a problem; the GSCHA will intervene in such matters as soon as possible and inform the Shire of Jerramungup of any actions taken;

- a) Tenant's inability to maintain the property in a fair state of cleanliness.
- b) Damage to the property.
- c) Unauthorised persons living at the property.
- d) Complaints received from neighbours about the behaviour of the tenant.

- e) Essential services have been disconnected from the property e.g. electricity or gas.
- f) Rent arrears.
- g) Abandonment of the property.

If any of the above is formally brought to the attention of either party, it is the responsibility of each party to pass this information on to the other party. This is to ensure early rectification of the problem.

## **12. DISPUTE RESOLUTION;**

Any disputes, which arise, should be resolved in a collaborative manner. The following procedure should be followed:

### a) Resolution by GSCHA and the Shire of Jerramungup

If a dispute arises at any time between the parties concerning any provision of this Agreement or the rights, duties or liabilities of any party under the provisions of this Agreement, the Property Manager and a Shire of Jerramungup representative must meet immediately to attempt to resolve the dispute.

### b) Referral to Superior

If the parties do not settle a dispute within ten (10) business days of the meeting to attempt to resolve the dispute, the dispute must be referred to a representative of the Shire of Jerramungup for this purpose and the CEO of GSCHA who must then meet immediately to attempt to resolve the dispute.

### c) Use of a Mediator or Facilitator

The parties may agree to use a mediator or a facilitator to assist in the resolution of any dispute.

### d) Mediation

If the parties do not settle a dispute within twenty (20) business days of the first meeting to attempt to resolve the dispute, the dispute must be referred to a mediator nominated by both parties. Each party will bear its own costs of the mediation and they will bear equally the cost of the mediator. The mediator has no authority to reach any decision, which binds the parties without the prior written agreement of the parties.

### e) Appointment of Arbitrator

If a dispute has not been resolved within thirty (30) business days of the first meeting then the dispute must be referred for final determination by a single arbitrator appointed by both parties.

f) Arbitration

Any arbitration must be conducted under the laws relating to arbitration for the time being in force in Western Australia. The parties may have legal representation in the conduct of any arbitration.

g) Continuation of Services

No dispute will entitle either party to suspend the provision of services unless consented to in writing by both parties.

### **13. FINANCIAL MATTERS;**

The two parties will negotiate a plan for the transfer of financial responsibilities to be implemented in conjunction with the transfer date as below.

GSCHA agrees to contribute any surplus funds generated from the rental income towards future housing Projects in the region after all expenses have been reconciled and audited (these include bad debt, damage to property not covered by insurance and/or loss of rental income for long term vacancy). Surplus funds will be held in reserve by the Shire.

The transfer of management responsibilities will take place on the following date 1<sup>st</sup> November 2014 (Rents will remain static for a minimum of six months from this date)

Signed \_\_\_\_\_

(GSCHA)

Witnessed by \_\_\_\_\_

Date ..... / ..... / .....

**EXECUTED by the parties as a Deed:**

THE **COMMON SEAL** of the **SHIRE OF** )  
Jerramungup was hereunto affixed by authority )  
of a resolution of the Council in the presence of: )

\_\_\_\_\_

CHIEF EXECUTIVE OFFICER

\_\_\_\_\_

(Print Full Name)

\_\_\_\_\_

SHIRE PRESIDENT

\_\_\_\_\_

(Print Full Name)

**CONTACT DETAILS**

Shire of Jerramungup

Representative: Charmaine Solomon

Address: 8 Vasey Street, Jerramungup, WA, 6337 (PO Box 92)

Phone: GSCHA: CEO: Kaz Sternberg

Property Managers: Debbie Stone

Address: 1/87 Aberdeen St, Albany WA 6330

Phone: 9845-9697

## **SCHEDULE A**

### **Property Description**

Units 1-6, 16 Roderick Street Bremer Bay (Lot 770)

Units 1-6, 7 Derrick St Jerramungup (Lot 158))