

1. POLICY CERTIFICATION

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| Policy title: | Employee Accommodation Policy |
| Policy number: | CTS001 |
| Category: | Policy |
| Classification: | Contracts (CTS) |
| Status: | Approved |

2. PURPOSE

This policy aims to clarify Roper Gulf Regional Council’s position on employer provided accommodation, as well as the rights and responsibilities of both the employer and employee.

3. ORGANISATIONAL SCOPE

The Employee Accommodation Policy applies to all Roper Gulf Regional Council employees who are provided accommodation by Roper Gulf Regional Council.

4. POLICY STATEMENT

Where possible, Roper Gulf Regional Council will provide accommodation to employees transferring to towns in order to undertake their roles within Council. The Chief Executive Officer is responsible for the allocation of all staff housing based on the role. As housing is limited, not all positions will be offered accommodation.

Where Council accommodation is provided to an employee, the dwelling will be offered in accordance with, and the employer and employee bound by, the terms of the Residential Tenancies Act NT. For the purpose of this policy, the Landlord is Roper Gulf Regional Council, and the employee is the Tenant.

5. DEFINITIONS

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| RGRC | Roper Gulf Regional Council |
| CSC | Council Services Coordinator |
| CEO | Chief Executive Officer |

6. PRINCIPLES

6.1 Housing Allocation

In consideration of allocating staff housing, preference will be provided to Council Core Services positions e.g. Area Managers, Council Service Coordinators and Municipal Supervisors and then to other Council activities as required.

The allocation of staff housing will also be completed on a fit for purpose basis. That is, an employee is offered accommodation based on their individual circumstances such as a single employee will be offered a one bedroom house, an employee with a spouse and a child will be offered a two bedroom house and an employee with a spouse and two children will be offered a three bedroom house as below:

| Staff situation | Number of Bedrooms |
|-------------------|--------------------|
| 1 person (single) | 1 |
| 2 or 3 people | 2 |

| | |
|------------|---|
| 3+ people | 3 |
| 4+ people | 4 |
| 5 + people | 5 |

The Chief Executive Officer has the responsibility of advising staff if they are also required to move dwellings based on Council needs and staffing requirements. Staff should not expect to occupy a dwelling for the entirety of their employment with Roper Gulf Regional Council and depending on personal circumstances and Council needs, they may be required to move house or have their lease terminated.

6.2 Prior Occupation

A Residential Tenancy Agreement documentation will be provided to incoming employees prior to their commencement with Council. This documentation will include:

- *Residential Tenancy Agreement (2 copies);*
- *Property Condition Report;*
- *Record of Supplied Keys;*
- *Furniture Agreement (where Council have supplied furniture);*
- *Personnel Deduction form for the payment of the security deposit; and*
- *Power connection form*

Before occupation of a dwelling can take place, the incoming employee is required to sign the *Residential Tenancy Agreement* and *Personnel Deduction Form* for the payment of the security deposit, and return to the officer noted on the lease documentation.

When receiving the keys, the employee is required to sign the *Record of Supplied Keys* and return to the Council Services Coordinator or Tenancy staff in that community as appropriate.

6.3 Immediately after occupation

Within five business days of occupancy, the new employee is required to sign and return the *Property Condition Report* and *Furniture Agreement* and connect power at the dwelling into their name, by using the *Power Connection form*.

The completed and signed *Property Condition Report* and *Furniture Agreement*, as well as a copy of the completed and duly actioned *Power Connection form* is to be returned to the officer noted on the lease documentation.

6.4 Copy of lease documents

Council staff will provide a copy of all lease documentation to the new employee within seven days of it being completed and returned to the officer noted on the lease documentation.

6.5 Rent and security deposit (bond)

Council charges a standard rent method based on the number of bedrooms that is provided. A bond payment is required for all staff irrespective of rental arrangements. It is based on the requirements of the Residential Tenancies Act and is four times the market rent of the dwelling. The bond is required to be paid in full by direct deduction from the incoming staff member's wages or EFT within four weeks of occupation.

| Staff situation | Number of Bedrooms | Rent per week (GST incl) | Bond |
|-------------------|--------------------|--------------------------|--------|
| 1 person (single) | 1 | \$100 | \$400 |
| 2 or 3 people | 2 | \$200 | \$800 |
| 3+ people | 3 | \$300 | \$1200 |
| 4+ people | 4 | \$400 | \$1800 |
| 5 + people | 5 | \$500 | \$2000 |

Council will consider an extended timeframe to pay the security deposit in cases of extreme hardship. Requests for same should be directed to the officer noted on the lease documentation.

6.6 Furnished dwellings

Furnishings, where supplied in Council dwellings, will be basic in nature, and will be of a consistent quality and condition throughout all dwellings. Items will be supplied after consideration of cost and suitability to each premise. No requests for special or non standard items will be considered.

If furniture is damaged (other than by reasonable wear and tear), staff will be required to contribute 50% of the reasonable replacement cost, after consideration of the age and condition of the item immediately prior to the damage. The replacement item will be selected by the Assets Manager and may not be identical to the original.

Furniture items must not be transferred or removed from Council dwellings without the written authority of the Assets Manager. Where items are transferred between dwellings, the furniture register of each dwelling will be updated, and will require signing by each respective employee. Employees will be charged the full cost of replacement items for all goods removed from dwellings without the appropriate authority.

6.7 Pets

The employee is not to keep any animal, bird or reptile in or about the premises without the written permission of the Chief Executive Officer. In the event that approval for a pet has been given, any damage caused to the dwelling, lawns, trees, shrubs or any part of the tenanted property will be repaired to the original condition in a professional standard at the employee's expense. The employee also agrees to engage the services of a professional pest exterminator at the cessation of their tenancy to treat the vacant property for ticks and fleas, and produce a valid receipt as confirmation.

6.8 Smoking

Smoking is prohibited within Roper Gulf Regional Council staff accommodation. Smoking is permitted outdoors, preferably out of public view, outside of official work hours. If there is evidence of smoking in a Council provided employee accommodation dwelling, then the employee may be responsible for all reasonable costs to clean and rectify smoking smells, stains and damage e.g. carpet/curtain replacement and repainting, with the full cost to be charged to the employee tenant.

6.9 Yard Maintenance

It is expected that all tenants of Council properties maintain their yard in a clean, tidy and respectable state. This includes regular mowing, weeding, lawn watering, removal of dead plants and branches and tree maintenance. The employee may be responsible for all reasonable costs associated with yard maintenance if it becomes an issue.

6.10 Environment and Waste

Roper Gulf Regional Council encourages its employees to be conscious of their impact on the environment. Some steps that employees can take to reduce their impact include:

- Turning off appliances and air conditioners when leaving dwellings;
- Conserving water by watering gardens early or late in the day; and
- Recycling rubbish where possible.

6.11 Sub-letting and extra tenants

Council provided accommodation is to be used to house the staff member listed on the Residential Tenancy Agreement and their immediate family only (spouse and children). Allowing people to occupy and/or sub-letting of Roper Gulf Regional Council premises, regardless of whether there is a financial or non-financial benefit is prohibited unless written consent has been received from the Chief Executive Officer.

6.12 Termination of lease

In accordance with Section 91 of the Residential Tenancies Act, Roper Gulf Regional Council can terminate an employment related tenancy if:

- The employee has entered into a tenancy agreement as a condition or benefit associated with employment; and
- The employer has terminated or purported to terminate the employment of the tenant; and
- The employer has notified the tenant of the termination of the tenant's employment.
- The notice period for termination of the tenancy is either:
- If the employment of the tenant was terminated for breach of an employment agreement -two days after the notice is given; or
- In any other case - fourteen days after the notice is given or,
- If a period for notice of termination of the employment agreement is specified in the employee's conditions of employment, the end of that period.

6.13 Return of security deposit (bond)

In accordance with Section 112 of the Residential Tenancies Act, an employee is entitled to have his or her security deposit reimbursed at the end of the tenancy agreement.

Roper Gulf Regional Council must, within seven business days after the employee gave up vacant possession of the premises or has, in the opinion of Roper Gulf Regional Council, apparently abandoned the premises, reimburse to the employee the amount of the security deposit, other than an amount that Roper Gulf Regional Council is entitled to retain, or to continue to hold.

Roper Gulf Regional Council is entitled to retain so much of the security deposit paid by the employee as is necessary to:

- make good damage (other than reasonable wear and tear) to the premises or to ancillary property that occurred during the tenancy and that was caused by the employee or a person for whose actions an employee is liable; or
- replace ancillary property lost or destroyed by the employee or by a person for whose actions the employee is liable; or
- clean the premises or ancillary property left unreasonably dirty by the employee or by a person for whose actions the employee is liable; or
- replace locks altered, removed or added by the employee without the consent of Roper Gulf Regional Council; or
- pay for unpaid rent or for unpaid charges for electricity, gas or water payable by the employee; or
- pay money ordered by the Commissioner or a court to be paid by the employee but not paid.

6.14 Compensation if the employee fails to vacate

If an employee fails to hand over vacant possession of the premises after he or she is required by or under this Residential Tenancy Act to do so, Roper Gulf Regional Council is entitled to receive from the tenant:

- Compensation for any loss or expense incurred by the landlord by the failure; and
- An amount equivalent to the rent that would have been payable by the tenant for the premises for the period the tenant remains in possession after termination of the agreement.

7. REFERENCES

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| Acknowledgements (original author/source documents) | <i>Nil</i> |
| Related Policies | <ul style="list-style-type: none"> • <i>Smoking in the Workplace Policy</i> |
| Related Publications | <ul style="list-style-type: none"> • <i>Residential Tenancies Act</i> |
| Related Procedures | <i>Nil</i> |
| Relevant Forms | <ul style="list-style-type: none"> • <i>Residential Tenancy Agreement</i> • <i>Property Condition Report</i> • <i>Record of Supplied Keys</i> • <i>Furniture agreement</i> • <i>Personnel Deduction form</i> • <i>Power Connection form</i> |

8. DOCUMENT CONTROL

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| Policy number | CTS001 |
| Policy Owner | Director Corporate Governance |
| Endorsed by | Ordinary Meeting of Council |
| Date approved | 24th June 2015 |
| Revisions | 29 July 2016 |
| Amendments | Nil |

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|-------------------|------------------|
| Next revision due | July 2018 |
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9. CONTACT PERSON

Contact person

**Manager, Governance, Corporate Planning
and Compliance
08 8972 9000**

Contact number