

PUBLIC HOUSING — END-OF-LEASE FEES

1390. Hon Dr Brad Pettitt to the minister representing the Minister for Housing:

I refer to public housing in in WA, and I ask:

- (a) are public housing tenants able to source alternative quotes for services to making good a property at the end of a lease, such as cleaning, rubbish removal, gardening, painting, minor repairs, etc;
- (b) if no to (a), why not;
- (c) if no to (a), how does the Housing Authority prevent price gouging to ensure that the cost charged to tenants for these services are fair and comparable to what a tenant would pay in a private rental;
- (d) how are costs for services to making good a property, such as cleaning, rubbish removal, gardening, painting, minor repairs, etc, calculated; and
- (e) does any part of the cost in (d) include a fee for the Housing Authority or is all of the cost charged to a tenant for a contractor's services?

Hon Jackie Jarvis replied:

The Department of Communities (Communities) and public housing tenants are required to adhere to the *Residential Tenancies Act 1987*. Tenants are therefore obliged to return the premises in a similar condition as at the commencement of the tenancy.

Before a tenant vacates a property, Communities generally offers a pre-vacation inspection to help tenants identify maintenance requirements and to provide the tenants with an estimate of costs to remedy.

Tenant liability for cleaning and rubbish removal may be waived where the tenant's age, disability, impairment or medical condition prevents them from maintaining the property to an acceptable standard.

Where a tenant wishes to remedy a maintenance requirement, they may, with the permission of Communities, engage their own contractors to complete the works. If they do not want to engage their own contractors, then Communities use their head maintenance contract suppliers which use a fixed price schedule of rates for each task.

The total cost of completing maintenance does not include a fee for the Housing Authority.

Communities, as the landlord, under the *Residential Tenancies Act 1987*, does not charge for the cost associated with reasonable wear and tear of a property. Tenants are only charged for the cost of vacation works in certain circumstances, including serious neglect of the property, wilful damage and misuse of the property. However, this is assessed on a case by case basis and tenants may be exempt from the costs due to accidents, incidents of family and domestic violence or where damage is caused by individuals who are unknown or not a party to the tenancy agreement and a police record number is obtained.

Where tenants are charged for vacated works, they have the option to appeal the decision.