



**NORTHERN SUBURBS
HOUSING CO-OPERATIVE INC**

**BY-LAWS
IN ACCORDANCE WITH
RULES SECTION B,3**

FEBRUARY 2006

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1 TENANT ELIGIBILITY AND MEMBER SELECTION

- 1.1 Who is eligible to become a member?
- 1.1.1 Housing Co-operatives have to consider both Membership and Tenancy requirements when seeking new members. All must be assessed. The government eligibility criteria determines whether a person(s) is eligible for a community housing* tenancy. The person(s) must also be considered suitable to become a member of the Co-operative.
- 1.1.2 All applicants shall be assessed firstly using the South Australian Government Eligibility Criteria, as from March 2000. (See 1.2 below).
- 1.1.3 If the applicant meets both the government criteria (1.2.1) to (1.2.4) and co-op membership criteria (1.3.1.(a) to 1.3.1.(i)) they are eligible to become a prospective tenant.

{Non-Member tenants shall be assessed against the government eligibility criteria to determine eligibility for community housing.}

*Community Housing - name for housing provided by registered housing co-operatives and associations in South Australia.

- 1.2 Government Eligibility Criteria
- 1.2.1 Be a resident of South Australia.
- 1.2.2 Be in receipt of an income.
- 1.2.3 Not own a habitable property. (Special circumstances may apply – see appendix 1 at end of By-law 1.)
- 1.2.4 Meet the income and assets test and/or the needs test. (see appendix 2 at end of By-law 1.)
- 1.2.5 Applicants will be assessed as being in one of three categories. (see appendix 3 at end of By-law 1.)
- 1.3 Co-operative Eligibility Criteria
- 1.3.1 Applicants may be selected for tenancy with the Co-operative on the following basis:
- 1.3.1.(a) Be on a low income or in financial need;
- 1.3.1.(b) Be seeking long-term accommodation in the areas covered by the Co-op;
- 1.3.1.(c) Have housing requirements that can be reasonably met by the Co-op;
- 1.3.1.(d) Be able to meet their responsibilities as a future tenant;
- 1.3.1.(e) Be aged 55 years or over at the date of tenancy unless he or she is cohabiting with a person of that age;
- 1.3.1.(f) Be able to care for themselves and their unit (with limited help from friends, relatives or domiciliary services if necessary);
- 1.3.1.(g) Be willing to meet the criteria below;

- 1.3.1.(g).(i) demonstrate an understanding of, and a commitment to, co-operative principles and practice;
 - 1.3.1.(g).(ii) have involvement in the Co-op's management processes and activities in an ongoing basis, including attending meetings;
 - 1.3.1.(g).(iii) have an understanding of and meet the obligations of membership;
 - 1.3.1.(g).(iv) demonstrate an ability to work co-operatively with existing members;
 - 1.3.1.(g).(v) contribute relevant skills and knowledge;
 - 1.3.1.(g).(vi) demonstrate a willingness to learn.
 - 1.3.1.(h) The Co-operative will consider applications from other persons when there are vacancies, and no suitable applicants who fulfil the criteria under By-law 1.3.1.(a) to 1.3.1.(g) above, (subject to approval by the Management Committee), the Co-operative will consider lowering the age limit to 50 years;
 - 1.3.1.(i) The Co-operative will not house the children of applicants unless the child, or children, fulfils the conditions of By-law 1.3.
- 1.4 How to make an application for tenancy
- 1.4.1 Prospective tenants may contact the Co-operative either by mail, phone or personal contact with a delegated member (such as Staff or Management member).
 - 1.4.2 Upon initial inquiry by a prospective tenant, the delegated member will complete a "Prospective Tenancy Enquiry Form" as an initial assessment of the prospective tenant's eligibility under the South Australian Government Eligibility Criteria and the Co-operative's Eligibility Criteria eg (whether they own a habitable property etc, and meet the Selection Criteria).
 - 1.4.3 The prospective tenant will also be given an explanation of Northern Suburbs Housing Co-operative and the Co-operative's expectations of its members and information about the Co-operative & Community Housing Program in general.
 - 1.4.4 The prospective tenant is then forwarded an information package containing:
 - 1.4.4.(a) Government Eligibility Criteria,
 - 1.4.4.(b) Member Selection By-law,
 - 1.4.4.(c) History of the Co-operative,
 - 1.4.4.(d) General Housing Co-operative information,
 - 1.4.4.(e) Northern Suburbs Housing Co-operative Brochure,
 - 1.4.4.(f) List of Tenant Member Groups,
 - 1.4.4.(g) Tenancy Application Form,
 - 1.4.4.(h) Income and Asset Statement,

- 1.4.4.(i) Doctors Letter,
- 1.4.4.(j) Appeals By-law.
- 1.4.5 The person should complete and return the application forms to the Co-op addressed to the Member Selection Committee. The details of the application will be entered in the Register of Applications Received, and will be considered, in turn, when new members are required.
- 1.5 Member Selection Committee
 - 1.5.1 The Member Selection Committee will be made up of at least three members of the Co-operative, nominated from time to time by the Management Committee.
- 1.6 The Selection Process
 - 1.6.1 Housing Manager will advise the applicant of a date for an interview. The interview is to determine the applicant's eligibility for community housing and to provide information about the Co-operative to the applicant(s).
 - 1.6.2 The Secretary will add the name of the applicant to the Register of Applications Received. Applications will be considered in order of receipt.
 - 1.6.3 The Member Selection Committee shall then interview the applicant and assess their suitability as a tenant member(s) according to the criteria set down in this By-law (1). The Committee may only accept the application. If, in the opinion of the Committee, the application should be rejected, the Committee must refer the application to the Management Committee or a General Meeting for a final decision.
 - 1.6.4 The Member Selection Committee will inform the applicant of their requirement to attend at least 5 Tenant Meetings per year, plus the Annual General Meeting.
 - 1.6.5 Successful applicants will be added to the Housing & Membership Waiting List listed under the category that they were determined as eligible.
 - 1.6.6 The Member Selection Committee shall give a written report to Management Committee or the next General Meeting with information regarding the acceptance or rejection of each application.
 - 1.6.7 Accepted Member(s) will be advised by letter, of their acceptance. Applicants that require a decision regarding the acceptance of their application by the Management Committee, or a General Meeting, will be notified in writing as to the decision of the Co-operative within seven (7) days of the Committee Meeting.
 - 1.6.8 Any member who is found to have given false or misleading information to the Member Selection Committee will have their Membership reviewed and their Membership may be revoked.
 - 1.6.9 The Co-operative reserves the right to allocate properties based on availability and suitability of the property for the prospective tenant.
- 1.7 Confidentiality

- 1.7.1 All information supplied by prospective tenants will be kept strictly confidential.
- 1.7.2 Unsuccessful applicants can have their applications and supporting material returned to them if they wish, or the secretary will arrange for the material to be destroyed.
- 1.7.3 If an Appeal is lodged, 14 days following the expiration of the Appeal notice, a request may be made to the Co-operative to have their applications and supporting material returned to them, or destroyed.
- 1.8 Housing & Membership Waiting List
 - 1.8.1 The Housing & Membership Waiting List will be dealt with according to need. Each category will be offered in turn. Prospective tenants in Category 1 will be given first preference then Category 2 & then 3. Offers will depend on the availability and suitability of the property for the prospective tenant.
 - 1.8.2 The Housing Manager, in liaison with the Management Committee will manage the Housing & Membership Waiting List.
 - 1.8.3 Prior to or at the time that an offer of housing is being made, the Co-operative will conduct a pre-offer check to ensure that the household's circumstances remain the same and relate to the property to be offered and to ensure that the applicant remains eligible for housing.
- 1.9 Rejection of membership prior to housing
 - 1.9.1 An application for membership commences once the Member Selection Committee has received a completed Tenancy Application Form. If at any stage the Member Selection Committee decides to reject that application, they will need to make a recommendation to that effect to the next Management Committee, or General Meeting. The recommendation must include the grounds for the application being rejected, as the applicant will have the right of appeal to SACHA.
 - 1.9.2 A person whose Membership is rejected by the Management Committee or a General Meeting will be informed in writing within one week of the meeting. They will be informed of the reason(s) for the rejection and the procedures for appealing to the Co-op and SACHA against this decision.
- 1.10 Appeals
 - 1.10.1 If the application for tenancy has been refused, the prospective tenant has the right of appeal. The first part of the appeal is to the Co-operative, following the Co-operative's Appeals By-law. If this appeal is turned down the applicant may appeal to SACHA under Section 84 of the South Australian Co-operative and Community Housing Act, 1991.
 - 1.10.2 Appendix 1 - Examples of special circumstances where an applicant can own a habitable property:
 - 1.10.2.(a) The property is subject to dispute before the Family Court.
 - 1.10.2.(b) The applicant is in hiding from violent partner.

- 1.10.2.(c) A property settlement is proceeding but not finalised.
- 1.10.2.(d) The applicant is disabled and needs supported accommodation.
- 1.10.2.(e) The applicant owns a one bedroom flat and has unexpectedly become guardian to a number of children.
- 1.10.3 Appendix 2 - Test criteria
 - 1.10.3.(a) The income criteria are based on a percentage of average weekly earnings.
 - 1.10.3.(b) The assets criteria are the same as Centrelink asset criteria.
 - 1.10.3.(c) The needs tests recognise that financial circumstances are not the only indicator of housing need.
- 1.10.4 Appendix 3 - Needs Categories, Applicants will be assessed as being in one of three categories:
 - Category 1
Applicants in urgent need of housing who are unable to access other appropriate long term housing options
 - Category 2
Applicants who are not in urgent need of housing but who face barriers to accessing private housing in the long term
 - Category 3
Applicants who pass the Government's Eligibility Criteria - income and assets test

2 RENTS

- 2.1 For the purposes of this By-law, Tenant shall include Full Tenant Members and Non-Member Tenants.
- 2.2 Rent shall be paid into the Co-operative's Bank Account with the Commonwealth Bank. A tenant may pay at any Branch of the Bank or may arrange for automatic transfer from their account at another financial institution. Each payment must be identified by the number supplied for this purpose by the Co-operative. Each tenant shall be supplied with a Bank Deposit Book for the purpose of paying rent.
- 2.3 Rents shall be paid fortnightly in advance, commencing on a Saturday. For the purpose of calculating the due date of rents, Saturday 23rd February 1986 is hereby declared to be a rent Saturday, and Saturdays following at fortnightly intervals from this date shall be known as "Rent Saturdays".
- 2.4 Tenants shall, as soon as possible, notify the Housing Manager if their income increases or decreases by at least \$10 per week. If a variation in rent is required it shall be taken into account from the beginning of the first rent period following the change provided in the case of an increase in rent, the tenant is given fourteen (14) days' notice of the increase.
- 2.5 For the purpose of calculating rent, the minimum calculation will be based on the current basic Centrelink or Department of Veterans Affairs pension rate.
- 2.6 Rents shall be rounded to the nearest ten cents.

- 2.7 Each new tenant of the Co-operative shall, immediately prior to the commencement of the tenancy, notify the Housing Manager, in writing, of their current income from all sources. Proof of income to the satisfaction of the Co-operative shall be provided.
- 2.8 Security bonds for tenants of the Co-operative will be charged as shown below:
- | | | |
|-------|-----------------|--------------|
| 2.8.1 | Broadview House | \$200.00 |
| 2.8.2 | Other premises | 4 weeks rent |
- 2.9 (Removed 16 August 2005 – No longer relevant)

2A NON-PAYMENT OF RENT

2A.1 Authorised Officers

2A.1.1 The Authorised Officers of the Co-operative in matters of termination of tenancy and/or vacant possession of property are the Chairperson, the Vice Chairperson, the Finance Officer, the Housing Manager.

2A.1.2 Two Authorised Officers, one of whom must be either the Chairperson or Vice Chairperson must sign all documentation concerning termination of tenancy or vacant possession.

2A.2 Tenant's difficulty to pay

2A.2.1 When a tenant believes that they won't be able to pay their rent in full and on time they should contact the Treasurer / Finance Officer before the rent due date to make a written agreement to defer the rent or pay by instalments.

2A.3 Written notice to tenant / written agreements

2A.3.1 If rent is not paid in full by a rent due date and remains unpaid for a further 14 days from the rent due date the Treasurer / Finance Officer will send a notice to the tenant within 7 days containing the following:

- 2A.3.1.(a) the tenant's name and address
- 2A.3.1.(b) the amount of overdue rent owed
- 2A.3.1.(c) the date(s) the overdue rent was due to be paid by
- 2A.3.1.(d) the date of the notice
- 2A.3.1.(e) a request for full payment of the overdue rent within 7 days of the date of the notice
- 2A.3.1.(f) a statement that the tenant is responsible for proving that the overdue rent has been paid
- 2A.3.1.(g) an option to enter into a written agreement within 7 days of the date of the notice to repay the overdue rent
- 2A.3.1.(h) details of how to contact the Treasurer / Finance Officer
- 2A.3.1.(i) references to the relevant Rules and By-laws and the Tenancy Agreement
- 2A.3.1.(j) the consequences of not paying the overdue rent or signing an agreement (ie. The tenant will be served with

a Notice of breach of a Tenancy Agreement and Notice to terminate tenancy, if this Notice is not complied with, an Application to the Residential Tenancies Tribunal for vacant possession of the property will be commenced, this may result in the tenant eviction.)

- 2A.3.2 The Treasurer / Finance Officer will keep copies of all letters sent to the tenant and record details of any phone calls made.
- 2A.3.3 When a written agreement is made to pay overdue rent the period given to repay the overdue rent will be no longer than 12 weeks. If the tenant has existing arrears this period may be extended depending on the circumstances.
- 2A.3.4 Any written agreement to pay overdue rent will contain the following:
 - 2A.3.4.(a) the tenant's name and address
 - 2A.3.4.(b) the amount of overdue rent owed
 - 2A.3.4.(c) the period the overdue rent covers
 - 2A.3.4.(d) the date of the agreement
 - 2A.3.4.(e) dates and amounts of rent normally due
 - 2A.3.4.(f) dates and amounts of instalments for the overdue rent to be paid
 - 2A.3.4.(g) the consequences of the agreement not being followed (ie. That a Schedule 2, Notice to Terminate a Tenancy will be issued.)
- 2A.3.5 It is the tenant's responsibility to provide proof of payment of overdue rent.
- 2A.3.6 Notice to terminate a tenancy because rent hasn't been paid can't be given to a tenant unless rent has remained unpaid for at least 14 days. (Residential Tenancies Act 1995 Section 80 (2). If notice is given under this section on the ground of a failure to pay rent -
 - 2A.3.6.(a) the notice is ineffectual unless the rent (or any part of the rent) has remained unpaid in breach of the agreement for not less than 14 days before the notice was given; and
 - 2A.3.6.(b) the notice is not rendered ineffectual by failure by the landlord to make a prior formal demand of the rent; and
 - 2A.3.6.(c) the day specified in the notice for the tenant to give up possession of the premises if the rent is not paid in accordance with the terms of the notice can be any day after the day on which the tenancy is terminated under the notice - ie. the requirement to give the tenant at least seven days to give up possession of the premises if the tenant remains in default does not apply.

2A.4 Failure to pay overdue rent or enter into agreement

- 2A.4.1 When a tenant doesn't pay the overdue rent in full or sign a written agreement by the deadline the authorised officers (See Section 2A.1) may issue a Schedule 2, Notice to Terminate Tenancy under the Residential Tenancies Act 1995. The Authorised Officers will decide

this action based on the current situation and ensuring consistency with any previous decisions of this sort.

2A.4.2 If the decision to terminate tenancy is taken by the Authorised Officers they will fill in the Schedule 2 Notice to Remedy the Breach and Notice of Termination giving the tenant at least 7 clear days to pay the overdue rent. This form should be sent or given to the tenant as soon as possible.

2A.4.3 If the tenant fails to pay the total rent owed by the deadline stated in Schedule 2 they must give up possession of the premises on the day after that deadline. (Residential Tenancies Act section 80 (2c))

2A.4.4 If possession of the premises is not given to the Co-operative the Authorised Officers may apply to the Residential Tenancies Tribunal using a Schedule 7.

2A.5 Right by tenant to challenge termination

2A.5.1 At any time between receiving Notice of Termination of Tenancy (Schedule 2) and giving up possession of the property, a tenant may apply to the Residential Tenancies Tribunal for an order to reinstate the tenancy. (Residential Tenancies Act section 80 (4)). See 2A.8.1 for Right to Appeal.

2A.6 Continual late payment or shortfall in rent

2A.6.1 Tenants who have had overdue rent (including not paying rent in full) more than twice in a year will be asked to sign a written agreement to pay rent on time and in full for the following six months.

2A.6.2 If the tenant fails to meet the conditions of this agreement the tenant will be required to have their rent direct debited for 12 months to the Co-op account with all associated account fees being met by the tenant.

2A.6.3 The Co-op may choose to seek a hearing with the Residential Tenancies Tribunal to deal with a tenant who is continually behind in rent or does not pay in full each time rent is due.

2A.7 Reporting of Overdue Rent

2A.7.1 The Treasurer / Finance Officer will prepare a monthly report containing details of total arrears greater than \$50.00, to be included in the Finance Report presented to the Co-operative's Management Committee containing:

2A.7.1.(a) the agent numbers or addresses of those tenants who owe overdue rent

2A.7.1.(b) the amount of overdue rent for each tenant

2A.7.1.(c) the number of weeks of overdue rent for each tenant

2A.7.1.(d) the total amount of overdue rent

2A.7.1.(e) information on which of the above tenants have been sent notices

2A.7.2 The Treasurer / Finance Officer will keep the Management Committee informed of the details of any tenants who have been sent notices.

2A.8 Rights of Appeal

2A.8.1 A member tenant of a Co-operative can appeal the termination of their tenancy to:

2A.8.1.(a) The Co-operative through the internal Rental Arrears process (See Co-ops Appeal By-law)

2A.8.1.(b) The Residential Tenancies Tribunal under the Residential Tenancies Act 1995.

3 NON-MEMBER TENANTS

3.1 NON-MEMBER TENANT - SELECTION CRITERIA

- 3.1.1 In certain situations the Co-operative may house individuals who, once housed, will be designated as 'non-member-tenants' (hereafter referred to as NMT's).
- 3.1.2 Non-Member tenants shall be assessed against the South Australian Government Eligibility Criteria to determine eligibility for community housing.
- 3.1.3 The minimum age for an NMT will be 50 years of age.
- 3.1.4 The maximum number of NMT's allowable in NSHC at any one time will be 15% of the current membership.
- 3.1.5 Other than where a non-member tenant will reside with an existing member, the Co-operative will always give priority for housing to a member (housed or unhoused) over an NMT.
- 3.1.6 NMT's housed by the Co-operative will be required to sign a fixed term Tenancy Agreement for a period determined by the circumstances.
- 3.1.7 The Co-operative will have no obligations to the non-member tenant other than those laid down in the Tenancy Agreement between the non-member tenant and the Co-operative.
- 3.1.8 The Co-operative is required to assess the suitability of a non-member as a tenant prior to tenancy, except where the non-member intends to reside with a member.
- 3.1.9 NMT's may be required to pay a higher amount of rent than a member in similar circumstances to make up for the administrative tasks carried out by the Co-operative for that tenancy.
- 3.1.10 When the tenancy of a non-member tenant is due to expire and the non-member tenant wishes to continue to reside in the premises, the non-member tenant is required to lodge a request to extend their tenancy to the Management Committee, at least one month prior to the expiration of their lease.
- 3.1.11 The Management Committee will consider the circumstances of the NMT and whether they have been a satisfactory tenant (including maintaining their premises in good order and paying the required rent on time) before granting or refusing the extension of the tenancy.
- 3.1.12 When the tenancy of an NMT expires, the Co-operative will have no further obligation to house that non-member.

- 3.1.13 The early termination of a tenancy of an NMT will be made by the Management Committee in line with the Residential Tenancies Act, the tenancy agreement between the Co-operative and the non-member tenant.
- 3.1.14 Where an NMT meets the criteria of a Full Tenant Member and is accepted for membership by the Management Committee or a General Meeting, the tenant's rent will be recalculated as a member and they will enter into an open-ended tenancy agreement with the Co-operative.
- 3.1.15 An NMT who has been accepted for membership by a General Meeting who wishes to be housed separately by the Co-operative will be placed on the housing waiting list.
- 3.1.16 Any request for separate housing by a non-member currently housed by the Co-operative will take no priority over others on the housing waiting list.
- 3.1.17 An NMT has no voting rights at any Co-operative meeting.

3.2 NON-MEMBER TENANT - NON-PAYMENT OF RENT

- 3.2.1 Should a non-member tenant/s not make rental payments in accordance with their Tenancy Agreement:
 - 3.2.1.(a) A notice in the form of Schedule 2 of Residential Tenancies Act will be sent by the Treasurer for payment of arrears within seven (7) days. The notice issued is a first and final notice. It gives 7 days to remedy and repay the amount outstanding. If this amount is not repaid the notice becomes a termination notice.
 - 3.2.1.(b) If the arrears are not paid within seven (7) days, the Management Committee will instigate eviction procedures, complying with the procedures set down in the Residential Tenancies Act (Schedule 2).
- 3.2.2 The Treasurer will be required to keep the Management Committee advised of steps taken to recover rent arrears.

4 INDUCTION OF NEW TENANTS

- 4.1 Each new tenancy shall commence on the first available Rent Saturday (see By-law 2.2) following the date on which nominated premises are offered to and accepted by the prospective tenant. With the consent of the Chairperson of the Co-operative a prospective tenant may occupy the nominated premises in the period immediately preceding the next rent Saturday. "Prospective Tenant" means an applicant for tenancy who has been approved for tenancy by the Co-operative and who is awaiting allocation. "Nominated Premises" means the premises nominated by the Co-operative for the prospective tenant to occupy, and accepted by the prospective tenant to occupy.
- 4.2 In addition to the procedures required under the Residential Tenancies Act, the Co-operative will do the following things at the commencement of the tenancy:
 - 4.2.1 Provide copies of the Tenants' Handbook to the new tenant(s).
 - 4.2.2 Give a brief explanation of the operations of the Co-operative to the new tenant(s).

- 4.2.3 Invite the new tenant(s) to attend Tenants' Meetings and Management Committee Meetings.
- 4.2.4 Arrange an introduction to the President of the Tenants' Committee for the new tenant(s).
- 4.2.5 Introduce the new tenant(s) to his or her tenant neighbours.

5 ABSENTEEISM OF TENANT IN UNIT / CARETAKER

- 5.1 Tenants are required to make prior application to the Management Committee for permission for a person to look after the unit whilst tenant is on extended leave for holidays or extended sickness. Assessment for approval will be made under the following criteria:
 - 5.1.1 prior application in writing for up to four weeks per annum as per normal visitors By-law 9.
 - 5.1.2 the proposed Caretaker must meet the criteria of By-law 1.3 with regard to age.
 - 5.1.3 a prior application in writing can be made to the Management Committee for an extension of this time for periods as approved by Management.
 - 5.1.4 the sitting tenant must pay rent as per their Tenancy Agreement

6 DISPUTE BETWEEN TENANTS

- 6.1 The Co-operative will offer basic counselling initially in the event of disputes between tenants.
- 6.2 If the dispute is then still not resolved, the Co-operative will establish a committee to conciliate a resolution to the dispute. The conciliation committee may hold a meeting at which all parties to the dispute are able to state their case, and the committee shall endeavour to conciliate to establish a resolution to the dispute.
- 6.3 If that fails, the parties will be referred to an independent mediator.
- 6.4 Either party to a dispute may, after the mediation process has been completed, apply for relief to SACHA under Section 84, of the SA Co-operative & Community Housing Act 1991.
- 6.5 If either party is aggrieved by a decision of the Co-operative taken under 6.4 above, the party may appeal under By-law 7.

7 APPEALS

- 7.1 There shall be an Appeals Process within the workings of the Housing Co-operative, which shall be accessible to all members and applicants for the purpose of appeal.
- 7.2 Every member has the right of appeal against any decision made by the Co-operative. An unsuccessful applicant has the right of appeal if the Co-operative rejects his or her application for membership. Appeals must be lodged in writing fourteen (14) days after the decision affecting the appellant was made. It should be sent to the Chairperson of the Co-operative.
- 7.3 All appeals will be heard according to the following:

- 7.3.1 Fairly, without bias, in good faith, properly, justly, soberly, and without discrimination.
- 7.3.2 Giving each party equal opportunity to be heard.
- 7.3.3 Person(s) must have prior written notice of the action he/she is not conforming to.
- 7.3.4 Any documents viewed by the panel will be disclosed to the parties involved.
- 7.4 The appellant can take a friend or advocate to assist with his/her appeal.
- 7.5 The appeal will be recorded in a book and the appellant will be informed of the procedures for appealing against decisions of the Co-operative.
- 7.6 The Co-operative will establish an Appeals Committee consisting of three members of the Management Committee. This committee will hear an appeal within fourteen (14) days of it being received by the Chairperson.
- 7.7 Members of the Appeals Committee will be chosen on the basis they will not gain financially, personally or in any other way. They should be impartial, and so far as possible, not be involved in the original decision.
- 7.8 The Appeals Committee will hear all relevant written and verbal evidence from all parties in relation to the appeal, and have the authority to request evidence that is relevant to the appeal.
- 7.9 An independent external mediator may be called in to assist at the request of the appellant or the Appeals Committee.
- 7.10 Where possible and appropriate, the Appeals Committee should explore with the appellant a solution which takes into account the inclusion of compromise or a decision for no further action.
- 7.11 All proceedings of the committee will be accurately minuted and the copies of all relevant evidence, be kept in a safe place. This is especially important, as members will have the right to further appeal to SACHA, and minutes of proceedings and evidence will be called for. All evidence will be considered confidential unless otherwise decided by all parties concerned.
- 7.12 The committee will ensure that meetings with the appellants and relevant parties are held at reasonable times and in an accessible place. The committee will also ensure continuity of the committee membership during the current appeal.
- 7.13 The Appeals Committee will take all reasonable steps to ensure the appeal is heard and decided on as quickly as possible. If possible, the whole process should take no longer than eight (8) days.
- 7.14 The Appeals Committee will provide a written report of the appeal and its outcome at an Extraordinary General Meeting, convened not more than fourteen (14) days after the committee has finished hearing the appeal.
- 7.15 The report from the Appeals Committee should include any recommendations for action to be taken and a summary of the proceedings which should include the following:
 - 7.15.1 The stated grounds for the appeal.
 - 7.15.2 Summary of the evidence, provided that confidentiality is maintained.
 - 7.15.3 The process followed.

- 7.15.4 Any breaches of By-laws, Rules or Policies by the parties.
- 7.15.5 The Committee's voting pattern.
- 7.16 The Extraordinary General Meeting will then conduct a Secret Ballot on the recommendations.
- 7.17 The Co-operative will notify the appellant of its decision in writing within fourteen (14) days.
- 7.18 Unless indicated by the appellant to take the matter further, the decision of the Extraordinary General Meeting will be final and binding on all parties.
- 7.19 If the appellant is not satisfied with the final decision of the Co-operative, he/she may appeal to the relevant Appeal Authority, appointed under the SA Co-operative & Community Housing Act 1991.
- 7.20 A further avenue of advice or appeal could be through the Residential Tenancies Branch.
- 7.21 All decisions will comply with the provisions made by all relevant acts and all relevant Co-operative documents where applicable.

8 AUTHORITY TO MAKE PAYMENTS

- 8.1 The signatories (for the time being) to the Co-operative's Bank Accounts have authority to make payments in accordance with Rule Section F,1, up to the following levels:
 - 8.1.1 In the case of Council Rates, SA Water Rates, AGL Accounts, Capital Contributions paid to SACHA, and Insurance Premiums, the Management Committee signatories will have approval to authorise payment of these accounts.
 - 8.1.2 In the case of gardening accounts - up to \$250 in any one case, in addition to any contracted amount.
 - 8.1.3 In the case of maintenance accounts - up to \$2,500 in any one case.
 - 8.1.4 In the case of auditor accounts - up to \$3,000 in any one case.
 - 8.1.5 In all other cases - up to \$1,000 in any one case.
- 8.2 The Administration Committee has authority to approve payments as set out below:
 - 8.2.1 In the case of gardening accounts - up to \$1,000 in any one case.
 - 8.2.2 In the case of maintenance accounts - up to \$5,000 in any one case.
 - 8.2.3 In all other cases - up to \$2,000 in any one case.
- 8.3 All other payments shall be authorised by the Management Committee.

9 VISITORS

- 9.1 No tenant shall allow another person to stay in his or her unit for more than four weeks in total in any one calendar year.
- 9.2 A tenant may make an application in writing in advance to the Administration Committee requesting an extension of the above limit. The circumstances and length of extension required shall be stated in the application.

10 SUB-LETTING AND ASSIGNMENT

- 10.1 No tenant shall sub-let his or her unit or room or assign his/her interest in a unit of accommodation, except with the prior consent of the Management Committee.

11 GARDENS

- 11.1 Unless the tenants at a particular property make their own arrangements, the Co-operative shall hire a gardener to keep lawn areas in order.
- 11.2 Tenants are encouraged to assist in garden maintenance by watering, weeding, pruning and general care.

12 MAINTENANCE

- 12.1 Subject to these By-laws, the Co-operative will meet its legal obligations to maintain premises in a reasonable state of repair, whenever this is required by the tenant concerned.
- 12.2 There shall be a Maintenance Assessment and Appeals Committee, comprising of a minimum of three tenants and however many members nominated at the Annual General Meeting of the Co-operative, each elected for a one year term. A casual vacancy under this clause shall be filled by an election at a General Meeting of the Co-operative, and the person elected shall hold office until the next succeeding Annual General Meeting.
- 12.3 All requests for maintenance shall be directed to the Co-operative's office. Out of hours emergency maintenance contact information will be as provided by Management from time to time. All such requests for maintenance shall be recorded by date, address of unit and action taken, in a book. The information to be presented to Administration Committee monthly.
- 12.4 If a request for maintenance is refused by the person to whom it is addressed, the request shall be referred to the next Management or Administration Committee Meeting, which may either confirm the refusal or order the necessary repairs to be carried out.
- 12.5 The Maintenance Assessment and Appeals Committee shall have the following powers:
- 12.5.1 To interpret the meaning of the word "reasonable" as it applies to any particular request for repairs.
 - 12.5.2 To inspect the premises under consideration.
 - 12.5.3 To confirm or not confirm that the requested repair is required.
 - 12.5.4 Decide if the repair is urgent or not.
 - 12.5.5 Authorise the repair.
 - 12.5.6 Refuse the request.
 - 12.5.7 Refer the request back to the Housing Manager.
 - 12.5.8 Refer the request to the Management Committee or Administration Committee for decision.
 - 12.5.9 To confirm or not confirm that the quality of a contested repair is satisfactory.

- 12.5.10 To interview the complaining tenant and any Officer or Employee of the Co-operative.
- 12.6 The Maintenance Assessment and Appeals Committee shall hear any complaint from a tenant regarding maintenance. Tenants may complain to the Committee about the following matters:
 - 12.6.1 A refusal by the Co-operative to carry out a request for repairs.
 - 12.6.2 The quality of a given repair.
- 12.7 If either the Management Committee or the complaining tenant is dissatisfied with the Maintenance and Appeals Committee's decision in any particular matter, the process outlined in the Co-operatives Appeals By-law 7, should be followed.
- 12.8 The Maintenance Assessment and Appeals Committee shall elect a Chairperson at its first meeting following the Co-operative's Annual General Meeting each year.
- 12.9 The quorum for meetings of the Maintenance Assessment and Appeals Committee shall be two.
- 12.10 Members of MAAC should refer requests for maintenance on their own units to other members of the team.

13 LOCK-OUTS

- 13.1 A tenant who locks himself or herself out of his/her unit can acquire a spare key from the Office to allow himself/herself entry, but must return the spare key within 24 hours, or alternatively if unable to acquire a spare key from the Office and/or lockout occurs outside Office Hours, a locksmith may be engaged to allow entry to unit, cost of which will be borne by the Co-operative. Any subsequent lockouts which engage a locksmith, cost will be borne by the tenant.

14 DEATH OF TENANT

- 14.1 Where tenants are sharing accommodation and one member tenant dies, the surviving tenant shall be allowed to remain in the unit if they so wish (provided he or she was living there prior to the death of the tenant). The rent shall be adjusted in accordance with the survivor's income.

15 REIMBURSEMENT OF OUT-OF-POCKET EXPENSES

- 15.1 If any member of the Co-operative performs approved tasks or duties for the Co-operative or at the request of the Management Committee or the Administration Committee, or Chairperson of the MAAC, then they may claim reimbursement for the reasonable "out of pocket" costs incurred in performing such tasks or duties. Approved "out of pocket" expenses could include telephone calls, minor maintenance items, such as screws, tap washers, and mileage, when the mileage is specifically on Co-op business and not just to attend meetings.
- 15.2 An allowance for use of a private motor vehicle by a member under By-law 15.1 shall be paid at the rate as to be determined by the Management Committee from time to time.

- 15.3 The Co-operative will reimburse for approved Tenant Activities which involve Co-operative business (e.g. Friendly Visits etc.). These will be as directed from time to time by Officers of the Co-operative or the Housing Manager. However it will not pay reimbursement for transport to tenant fundraising, or social activities. Management Committee will publish a list of approved activities for reimbursement from time to time.
- 15.4 Members claiming reimbursement of approved "out of pocket expenses", are required to keep accurate records and receipts where appropriate. For reimbursement of phone calls, and mileage, obtain reimbursement forms from the office. Information required for the reimbursement of phone calls includes to whom the call was made, the date, and a short explanation of why the call was made. For mileage reimbursement, members must record the date, and the odometer reading at the start and completion of the journey.

16 PETS

- 16.1 No tenant may keep a pet without the prior approval of the Management Committee. Approval will be subject to the relevant Council By-laws or other legislative requirements pertaining to pets.

17 TRANSFERS AND SWAPS BETWEEN UNITS

- 17.1 No priority for transfer will be given to existing tenants, vacant units will be allocated to new tenants first. Transfers and swaps of units may be approved for medical, financial, social or family reasons. Any tenant who wishes to transfer or swap units must apply in writing to the Administration Committee.
- 17.2 Each case will be assessed on its own merits, and will only be approved where there is no undue expense incurred by the Co-operative.
- 17.3 Approval will be given to requests from tenant couples living in 1 bedroom units, wishing to transfer to 2 bedroom units.
- 17.4 Where Equity Shares are involved, the Co-operative would need to consider the conditions relating to the redemption and re-issuing of shares for that particular property.
- 17.5 When a tenant transfers between units, there will be a \$50 Administration Fee charged. This will only apply if the transfer has been requested by the member, not the Co-operative.

18 EXTENDED ABSENCES

- 18.1 A tenant must give prior notification to the Administration Committee in writing, of any intended absence over one month. The letter must include arrangements for payment of rent over the said period and the name and address of a person who will periodically check the unit over the said period.

19 PROPERTY COMMITTEES

- 19.1 The tenants resident for the time being at each of the Co-operative's properties may, if they wish, form themselves into a Property Committee for their own property.
- 19.2 A Property Committee shall not be established except by a majority vote of all the tenants at a given property. The vote shall be taken at a meeting called for

- the purpose by the Chairperson of the Co-operative following a written request from at least two tenants at the property concerned. The Chairperson of the Co-operative shall be in the Chair for this meeting.
- 19.3 If a Property Committee is formed at any given property, all the tenants at that property shall be members with the following rights:
- 19.3.1 To attend, speak and vote at all meetings.
 - 19.3.2 To be notified in advance of all meetings.
 - 19.3.3 To stand for election to an Office of the Committee.
 - 19.3.4 To receive any minutes, agendas and papers prepared by or for the Committee.
- 19.4 Each Committee may, if it wishes, elect a Chairperson and/or Secretary, but such Offices shall become vacant at the same time as the Annual General Meeting of the Co-operative.
- 19.5 The Chairperson of a Property Committee shall not have a casting vote.
- 19.6 The role of Property Committees is to:
- 19.6.1 Provide a Forum for the tenants at that property.
 - 19.6.2 Improve tenant participation in management.
 - 19.6.3 Discuss matters of common interest to the tenants at that property.
 - 19.6.4 Assist tenants to resolve disputes.
 - 19.6.5 Report to the Management Committee on any matter affecting their property, including its state of repair, improvements required and any other matters.
 - 19.6.6 Assist new tenants to settle into the neighbourhood.
 - 19.6.7 Offer mutual support and companionship.
- 19.7 The Quorum for meetings of a Property Committee shall be:
- 19.7.1 Where the committee consists of two, three or four tenants, be two;
 - 19.7.2 Where the committee consists of five or six tenants, be three;
 - 19.7.3 Where the committee consists of seven or eight tenants, be four;
 - 19.7.4 Where the committee consists of nine or ten tenants, be five;
 - 19.7.5 Where the committee consists of more than ten tenants, be six.
- 19.8 No business shall be conducted at any meeting unless there is a Quorum present.
- 19.9 The administrative facilities of the Co-operative shall, subject to the agreement of the Chairperson at any time, be made available to Property Committees.
- 19.10 A Property Committee shall have no power to interfere with the quiet enjoyment and privacy of any of its members.
- 19.11 The existence of a Property Committee shall not remove the right of any tenant to communicate directly with the Co-operative or its Officers or Staff in relation to any matter whatsoever.
- 19.12 A Property Committee may hold meetings as frequently as it wishes, but
- 19.12.1 It shall hold at least one meeting annually for the purpose of hearing reports and electing Officers.

- 19.12.2 Its Chairperson shall convene a meeting on written request from at least one tenant resident at the property. Such a request shall specify the reason for calling the meeting.

20 TENANT GROUP

- 20.1 There shall be a Committee of the Co-operative called the Tenant Group which shall be comprised of all Tenants of the Co-operative for the time being.
- 20.2 The Tenant Group shall have the following Officers:
- 20.2.1 A President
 - 20.2.2 A Vice-President
 - 20.2.3 A Treasurer
 - 20.2.4 A Secretary
- 20.3 The Office-holders shall be elected by and from the Tenant Group at the Annual General Meeting of the Co-operative, and shall hold office until the next succeeding Annual General Meeting.
- 20.4 A casual vacancy occurring in one of the above offices shall be filled by an election at the next meeting of the Tenant Group.
- 20.5 The Officers of the Tenant Group shall comprise a Tenant Group Executive Committee to manage the affairs of the Group between meetings.
- 20.6 The Quorum for meetings of the Tenant Group Executive Committee shall be three.
- 20.7 Meetings of the Tenant Group shall be held as often as deemed necessary by the President.
- 20.8 A meeting of the Group shall be called as follows:
- 20.8.1 At any time by the President.
 - 20.8.2 On the written request of three Members, addressed to the President.
- 20.9 A meeting requested under By-law 20.8.2 shall be convened within fourteen (14) days of receipt of notice by the President.
- 20.10 All Members shall receive notice of all Group meetings, specifying the date, time and place and business of the meeting.
- 20.11 The reasonable costs of servicing the Group shall be borne by the Co-operative.
- 20.12 The President or Acting President of meetings shall have a casting as well as a deliberative vote at meetings.
- 20.13 The President may invite non-tenant members and non-members of the Co-operative to attend the Group's meetings, but the meetings may exclude any such persons by majority vote.
- 20.14 Group meetings shall be chaired by the President, or in his or her absence, by the Vice-President, or in his or her absence, by another Member selected by the meeting.
- 20.15 The Quorum for Group meetings shall be eighteen percent of the total number of tenants of the Co-operative, for the time being. If a Quorum is not present

within thirty minutes of the schedules starting time of the meeting, the meeting shall lapse. A Quorum shall be present throughout the whole meeting.

- 20.16 The Group shall have the following powers and roles:
- 20.16.1 At the invitation of the President, to hear reports from the Co-operative's Officers and Employees on the progress of the Co-operative and its management.
 - 20.16.2 To discuss matters of common interest to tenants.
 - 20.16.3 To make recommendations and requests to the Management Committee concerning any matter which affects all or any of the tenants.
 - 20.16.4 To hear reports from tenants at any property of the Co-operative.
 - 20.16.5 To receive guest speakers.
 - 20.16.6 To arrange social and recreational activities for the tenants of the Co-operative.
 - 20.16.7 To raise and receive funds for social and recreational activities or for the benefit of the tenant body.
 - 20.16.8 On the death of a tenant, the group may make a donation of \$20.00 to a medical research fund or appropriate charity. The donee shall be determined by the President, following consultation with the family. If no suitable donee can be determined, a floral arrangement shall be sent to the funeral of the deceased tenant.
- 20.17 The President and Treasurer of the Group shall give reports on the Group's affairs at the Annual General Meeting of the Co-operative.
- 20.18 Group may raise funds by any legal means it wishes, subject to the following procedures:
- 20.18.1 The President shall obtain the prior written consent of the Co-operative's Management Committee for any fund-raising activity which requires approval or licensing by any Government Department or authority or Local Government authority.
 - 20.18.2 Such approvals or licenses shall be obtained in the name of the Co-operative.
 - 20.18.3 The funds shall only be applied to social or recreational activities which are open to all members, or to other purposes which shall be approved by the Group.
- 20.19 The Group may resolve that members shall contribute subscriptions or contributions towards the cost of the Group's social or recreational activities.
- 20.20 The Co-operative shall open and maintain a Bank Account called "Northern Suburbs Housing Co-operative Inc. (Tenants' General Fund)" (hereafter "The Tenants' General Fund").
- 20.21 All funds raised or received by the Group shall be paid into The Tenants' General Fund.
- 20.22 The signatories for The Tenants' General Fund shall be the President, Vice-President, Tenants Secretary and Treasurer of the Group, and cheques drawn on these accounts shall be signed by any two of the signatories.

- 20.23 All payments from The Tenants' General Fund shall be authorised by the Group or by the Tenant Group Executive Committee.
- 20.24 The Treasurer of the Group shall ensure that proper financial records of the Group's activities are maintained, and shall submit such records to the Co-operative's Auditor annually.
- 20.25 The Secretary of the Group shall keep proper minutes of all meetings of the Group and its Tenant Group Executive Committee.
- 20.26 The Group may be dissolved by a resolution of a meeting called to discuss dissolution, but in this case the Quorum for the meeting shall be two-thirds of the members of the Group. Any funds remaining after the dissolution of the Group shall be donated to a charity or benevolent society determined by the meeting.

21 COMMUNITY CENTRE

- 21.1 Users of the Centre will indemnify the Co-operative for any loss or damages caused by them.
- 21.2 Users will at all times conduct their activities in an orderly and peaceful manner so as not to disturb members of the Co-operative or neighbours of the Centre.
- 21.3 Users will be required to clean up the Centre after using it, including washing up.
- 21.4 The Co-operative may impose a charge for use of the Centre.
- 21.5 The Co-operative may require users to agree to Conditions of Use, in the following form:

**NORTHERN SUBURBS HOUSING CO-OPERATIVE
COMMUNITY CENTRE**

472 REGENCY ROAD, PROSPECT

- CONDITIONS OF USE -

- (a) The user agrees to use the Centre and its surrounds in an orderly fashion and not cause any disturbance to members of the Co-operative or to neighbours of the Centre.
- (b) The user agrees to clean up the Centre after use, including washing up, and to return it to an orderly state after use.
- (c) The user agrees not to use the Centre for any illegal purpose.
- (d) The user agrees to obey any reasonable request made by an officer or employee of the Co-operative in connection with their use of the Centre.
- (e) The user agrees to pay the sum of \$..... for the use of the Centre.
- (f) The Co-operative agrees to provide the Centre in a clean and orderly condition.

- (g) The Co-operative undertakes that the user shall have exclusive use of the Centre for the period set out as follows:

Date
- Time (from)to
- (h) The user may make use of the kitchen and toilet facilities of the Centre.
- (i) The user agrees to indemnify the Co-operative against any loss or damage arising from the user's use of the Centre.
- (j) The user agrees there will be no smoking in the Centre.
- (k) The user agrees to pay a Bond of \$..... in case any cleaning or repairs are required after their use. The cost of such cleaning or repairs will be deducted from the amount refunded.
- (l) The user agrees to keep children using the Centre under strict control.
- (m) Use of the Community Centre does not include access to the Co-operative's Office and Office facilities.

Name of Group:.....

SignedDate.....

22 CHAIRPERSON'S AUTHORITY TO APPROVE MINOR REQUESTS

22.1 Where the matter is urgent and it is impractical to wait to the next Management/Administration meeting, the Chairperson shall have authority to approve, but not refuse, the following requests from tenants:

22.1.1 Routine garden maintenance

22.1.2 Installation of the following items:

- 22.1.2.(a) air conditioners,
- 22.1.2.(b) security doors,
- 22.1.2.(c) security screens,
- 22.1.2.(d) skylights,
- 22.1.2.(e) grab-rails,
- 22.1.2.(f) garden sheds,
- 22.1.2.(g) hanging pots,
- 22.1.2.(h) shade screens,
- 22.1.2.(i) pictures on walls,
- 22.1.2.(j) curtains,
- 22.1.2.(k) towel rails,
- 22.1.2.(l) hooks,
- 22.1.2.(m) letterbox signs,

- 22.1.2.(n) blinds,
- 22.1.2.(o) awnings,
- 22.1.2.(p) exhaust fans,
- 22.1.2.(q) trellises.
- 22.1.3 Temporary absence of the tenant.
- 22.1.4 25% Fee rebate for Broadview House residents due to absences and to report such approvals to Management.
- 22.2 The Chairperson may:
 - 22.2.1 approve the request subject to the conditions listed in 22.5; or
 - 22.2.2 defer approval pending a report on the request.
- 22.3 If the Chairperson is unwilling to approve the request, he/she shall refer it to the Administration Committee for decision.
- 22.4 The Chairperson (or Administration Committee) shall bear in mind any financial consequences for the Co-operative of granting approval and any adverse effects on neighbours of the tenant making the request.
- 22.5 The Chairperson (or Administration Committee) may specify conditions on which approval is given, including but not limited to:
 - 22.5.1 a requirement that installation be carried out by a competent tradesperson;
 - 22.5.2 that the cost of the work be borne by the tenant;
 - 22.5.3 that the premises be satisfactorily restored to their previous condition at the tenant's expense when the item is removed.
- 22.6 The tenant making the request may appeal against the decision of the Administration Committee or any conditions attached to the approval. Such an appeal shall be dealt with by the Maintenance Assessment and Appeals Committee as if it were a request for maintenance.
- 22.7 The Chairperson shall ensure that a record of requests is kept by the Office in the following form:

TENANT REQUESTS AND PERMISSIONS

DATE:

NAME OF TENANT:

ADDRESS:

DETAILS OF REQUEST:

.....
.....

1. Approved Date.....
(Chairperson)
2. Referred to Administration.....Date.....
(Chairperson)
3. Approval by Administration.....
Refused by Administration.....
4. Subject to:
.....
.....
5. Tenant notified of decision on/...../.....
Notified by.....

23 BROADVIEW HOUSE

- 23.1 Applicants for Broadview House shall be selected on the basis that they do not wish to, or cannot live alone, and that they are suitable for the House.
- 23.2 In assessing an applicant's suitability for Broadview House, the Co-operative will take into account the applicant's:
 - 23.2.1 age
 - 23.2.2 physical capacity
 - 23.2.3 mental capacity
 - 23.2.4 income
 - 23.2.5 capacity to live harmoniously and co-operatively with others
 - 23.2.6 alternative options
 - 23.2.7 ties to the area
- 23.3 Applicants shall be assessed under the following criteria:
 - 23.3.1 South Australian Government Eligibility Criteria:
 - 23.3.1.(a) Be a resident of South Australia.
 - 23.3.1.(b) Be in receipt of an income.
 - 23.3.1.(c) Not own a habitable property.
(Special circumstances may apply – see appendix 1 at end of By-law 1.)
 - 23.3.1.(d) Meet the income and assets test and/or the needs test.
(see appendix 2 at end of By-law 1.)
 - 23.3.2 Applicants will be assessed as being in one of three categories. (see appendix 3 at end of By-law 1.)

- 23.3.3 Co-operative Eligibility Criteria:
- 23.3.3.(a) Applicants may be selected for tenancy with the Co-operative, in Broadview House, on the following basis:
- 23.3.3.(a).(i) be on a low income or in financial need;
 - 23.3.3.(a).(ii) be seeking long-term accommodation in the area covered by the co-op;
 - 23.3.3.(a).(iii) have housing requirements that can be reasonably met by the co-op;
 - 23.3.3.(a).(iv) be able to meet their responsibilities as a future tenant;
 - 23.3.3.(a).(v) be aged 55 years or over at the date of tenancy unless he or she is cohabiting with a person of that age.
 - 23.3.3.(a).(vi) be able to care for themselves and their room, residents may seek help from friends, relatives or domiciliary services if necessary.
- 23.4 Applications may be accepted from property owners provided the applicant fulfils the conditions in 23.3 at the time of commencing residence in Broadview House.
- 23.5 There shall be an interview committee for Broadview House, consisting of at least three members of the Co-operative and such other persons as may be nominated from time to time by the Management Committee.
- 23.6 The interview committee may only accept an application. If, in the opinion of the committee, the application should be rejected, the committee must refer the application to the Management Committee or a General Meeting for a final decision.
- 23.7 The House Fee for Broadview House is determined to be 70% of the Basic Single Pension as varied from time to time by Centrelink in accordance with Consumer Price Index (CPI) changes to government pensions. (Calculation as per appendix 4.)
- 23.8 The Rent for Broadview House will be determined on the lesser of two calculations, based on a flat 25% rent to income, or Ceiling Rent, excluding any Pharmaceutical Benefits, GST Supplement, or Commonwealth Rent Assistance. (Calculation as per appendix 4)
- 23.9 If a resident has signed the lease for accommodation at Broadview House mid-week but not physically moved into their room, rent shall start from the next Saturday.
- 23.10 If a resident physically moves into Broadview House mid-week, the Respite Fee shall be paid on a daily rate, until the next Saturday, at which time the normal rent shall apply.
- 23.11 Residents of Broadview House can apply for a 25% Rebate of the "Fee" component of their charge, where they are absent for more than two consecutive nights.
- 23.11.1 Fee Rebates will be reimbursed in lots of "six eligible nights".

- 23.11.2 The onus is on the resident to inform the Housekeeper of intended absences.
 - 23.11.3 The Housekeeper will keep a record of absences of more than 2 consecutive nights.
 - 23.11.4 Any accrued balances will be paid out at the end of each financial year. (Rent charge on gross income, as determined by the Management Committee, from time to time still applies, in accordance with the Rent Determination Method as negotiated with and approved by SA Community Housing Authority).
 - 23.11.5 Chairperson to have permission to approve rebate of 25% of fee to compensate for food charge, and report such approvals to Management.
- 23.12 By-law/s 1 shall not apply to Broadview House.
- 23.13 This By-law shall not apply to respite visitors or other guests.
- 23.14 The role of the Housekeeper's partner/child in Broadview House is as a neighbourly role, however does not have an authoritative role, as they are not an employee of the Co-operative. We would expect the party to do no more or no less than a neighbour would do. The Housekeeper's partner/child shall respect the residents right to quiet enjoyment of their room.

24 VISITORS RESIDING AT BROADVIEW HOUSE

- 24.1 The purpose of the spare room at Broadview House is as follows, in order of priority:
- 24.1.1 to accommodate a relief housekeeper
 - 24.1.2 to provide respite care to aged people in the community
 - 24.1.3 to give potential tenants a trial period of residence
 - 24.1.4 to provide short-term accommodation for guests of tenants and the housekeeper.
- 24.2 Intending visitors in spare room and resident's room shall be assessed for their suitability for Broadview House by the Resident Interview Committee or Housekeeper or Housekeeper and Housing Manager or Housing Manager alone (see By-law 23.5); which/who has power to decide on each application.
- 24.3 Respite care may be provided for up to four weeks in any 12 month period.
- 24.4 Short-term guests (excluding respite guests) may be accommodated for up to two weeks in any 12 month period.
- 24.5 A trial period of residence shall not exceed 4 weeks.
- 24.6 The Co-operative shall maintain a diary in which bookings shall be entered.
- 24.7 The Interviewer shall allocate the use of the spare room, according to the order of priority stated in 24.1 above.
- 24.8 Fees for use of the spare room shall be as determined by the Management Committee from time to time.
- 24.9 There shall be no income or assets test applicable to users of the spare room but all other things being equal, priority shall go to applicants in most need.
- 24.10 The spare room will be provided furnished.

- 24.11 Residents of the spare room shall be entitled to meals, shopping, heavy laundry and use of common facilities.
- 24.12 If at any time a room other than the spare room is vacant, it may be used for short-term residents on the basis outlined in this By-law, until it is required for a permanent resident.
- 24.13 Residence in the spare room shall be construed as a licence not a tenancy.
- 24.14 Time limit for visitors to stay in spare bedroom will be two weeks. Food charge for spare bedroom to be, as determined by the Management Committee, from time to time, for a full day. Overnight for one night without meals in resident's room no charge. Guests in resident's room for up to two weeks same charge as spare room per day, as determined by the Management Committee, from time to time.

25 BROADVIEW HOUSE - HOUSE COMMITTEE

- 25.1 There shall be a House Committee for Broadview House consisting of:
 - 25.1.1 the Broadview House Housekeeper
 - 25.1.2 all permanent residents of Broadview House
 - 25.1.3 a member of staff appointed by the Management Committee
 - 25.1.4 up to 2 members of the Committee, at least one of whom shall be a tenant of the Co-operative.
- 25.2 The Committee shall meet as often as it wishes.
- 25.3 The quorum for its meetings shall be one half the number of its membership.
- 25.4 The role of the Committee shall be:
 - 25.4.1 to discuss matters of common interest to the residents in the running of Broadview House;
 - 25.4.2 to determine policies for the running of the daily life of Broadview House;
 - 25.4.3 to plan activities for the pleasure or benefit of the residents.
- 25.5 The Committee shall elect its own Chairperson.
- 25.6 The Committee shall keep a record of all decisions.
- 25.7 The Management Committee may, following consultation, disallow any decision of the House Committee and substitute another decision, if it believes this is necessary in the interests of the Co-operative or its members.

26 PERMISSION TO MAKE ADDITIONS, ALTERATIONS OR REMOVALS TO COMMON AREAS/GARDENS

- 26.1 No tenant shall without approval of the Management Committee make any additions, alterations, removals or any changes to the common areas or garden of their property. Should any tenant go ahead and make changes to the common areas or garden without such approval, this will be deemed to be a breach of their Membership / Tenancy under said By-law 26 and may put their Membership / Tenancy under review.

27 PARKING

- 27.1 Most car parking bays are numbered according to a unit number.
- 27.2 Tenants are requested to occupy only the bay which is identified as theirs.
- 27.3 In some groups of units additional parking facilities are provided for visitors. Visitors may park in your bay, of course, but please ensure that they do not park in any area reserved for other use.
- 27.4 Members are not permitted to park / store caravans anywhere on their properties, this includes designated car parks as well.
- 27.5 Due to a Management decision, some properties may have a restriction of no visitor parking, member parking only.
- 27.6 Carports must not be used for storage purposes and must be kept in a clean and tidy condition.