



# Housing Eligibility and Allocation Policy

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## 1. INTRODUCTION

- 1.1. The principal object of the Teacher Housing Authority of NSW (THA) is to provide and maintain suitable and adequate housing accommodation for teachers in rural and remote New South Wales.
- 1.2. The Housing Eligibility and Allocation Policy (HEAP) is consistent with this objective and gives absolute priority to teachers.
- 1.3. The HEAP is based on the fundamental principle of maximising the use of available accommodation.
- 1.4. Dwellings temporarily not required for use by teachers will be leased to private tenants. (refer 4.1)
- 1.5. In the allocation of accommodation to teachers, consideration will be given to advice from Local Housing Representatives, Principals of schools and the Department of Education (DoE).
- 1.6. The provisions of the *Residential Tenancies Act 2010* (and associated Regulation) apply to the leasing of all THA accommodation.
- 1.7. The Department of Education provides rental subsidies to attract and retain classroom based teachers, school executive and principals at 4-point, 6-point and 8-point incentive rural and remote schools, and to assist them to find accommodation in rural and remote locations. This HEAP policy is separate from the rental subsidy procedure. Rental subsidy procedure is owned by DoE and can be found on the DoE website.

## 2. DEFINITIONS

- 2.1. “**teacher**” means any person employed under the provisions of:
  - the *Teaching Services Act 1980*; or
  - the *TAFE Commission Act 1990* where the duties of the position primarily involve teaching or the provision of educational leadership;
- 2.2. “**permanent**” teacher means any teacher permanently employed on a full or part-time basis;
- 2.3. “**temporary**” teacher means any non-permanent teacher employed full time for four weeks or more or part time for two terms or more, as per the relevant award;
- 2.4. “**casual**” teacher means any non-permanent teacher who is not a temporary teacher, as defined above;
- 2.5. “**NSBTS**” means a “Non School Based Teaching Service” position;
- 2.6. “**private tenant**” means any person other than a teacher or NSBTS (as defined in 2.1);

- 2.7. **“dependant”** is any one of the following who is maintained and lives permanently in the one dwelling with a teacher:
- spouse (married or de-facto)
  - student under 25 who is a full-time student at a school, college or university
  - child
  - child housekeeper
  - invalid relative
  - parents or spouse’s parents;

2.8. **“maintained”** means that the teacher and the dependant reside together permanently in the one dwelling and the dependant receives food, clothing and lodging from the teacher;

2.9. **“restricted tenancy”** means that the allocation is subject to a condition that the dwelling may need to be vacated at the request of the THA. A restricted tenancy applies when:

- the dwelling is occupied by a private tenant;
- single teachers or couples without dependants occupy a dwelling with three or more bedrooms;
- teachers, other than the principal, occupy a dwelling designated as the school residence for a school (DEC owned properties);
- teachers appointed to a school in one town, occupy a dwelling in another town (this does not apply to teachers employed as Rural Area Relief); or
- the dwelling is occupied by a casual teacher or a person in a casual ‘NSBTS’ position (see 4.2).

**“designated temporary teacher accommodation”** is accommodation specifically allocated to temporary teachers. It is only available to temporary teachers new to the community where this accommodation is located.

### 3. ASSESSMENT OF NEED

3.1. The THA’s policy is needs based. The following matters will be taken into account when considering the allocation of housing:

- applications for housing from newly appointed teachers to the locality;
- the standard and size of the applicant’s existing accommodation, together with security of tenure and distance from the locality in which they teach;
- the number of dependants maintained (if any);
- the appropriateness of available THA accommodation to the applicant’s needs;
- the time that has elapsed since the Application for Housing was lodged; and
- any special circumstances which constitute a need for a particular type of accommodation.

### 4. ALLOCATION PRIORITIES

4.1. The following outlines the allocation priorities for THA accommodation:

<b>Priority</b>	<b>Applicant Category</b>
1	permanent or temporary full-time teacher
2	permanent or temporary ‘ full-time NSBTS’ position
3	permanent or temporary full-time teacher undertaking the DoE Rural Experience Program
4	permanent or temporary part time teacher
5	permanent or temporary part time ‘NSBTS’ position
6	casual teacher or casual ‘NSBTS’ position – Restricted tenancy (see 2.9 and 4.2)

- 7 private tenant (non-teaching staff employed by the Department of Education) – Restricted tenancy (see 2.9)
- 8 private tenant (staff employed by other public sector organisations) – restricted tenancy (see 2.9)
- 9 private tenant (member of the general community) – Restricted tenancy (see 2.9)

4.2. Casual or casual 'NSBTS' teachers will be allocated accommodation on a restricted tenancy and will be required to provide written evidence each school term that they are employed by the Department of Education

4.3. A casual teacher who works for four days per week will receive preference over a casual teacher who works for three days per week and so on.

## 5. ALLOCATION CRITERIA (TEACHERS)

5.1. Subject to the assessment of need outlined in section 3, the following criteria will be used when allocating accommodation to teachers:

### Single Type Accommodation (Single bedroom dwelling)

Priority	Tenant Classification
1	Single teacher or a couple without dependants

### Single Type Accommodation (Two bedroom dwelling)

Priority	Tenant Classification
1	Two single teachers sharing
2	Family unit with one dependant
3	Couple without dependants
4	Single teacher (as sole tenant)

### Family Type Accommodation (Dwelling with three or more bedrooms)

Priority	Tenant Classification
1	Family unit with dependants
2	Single teachers sharing (restricted tenancy)
3	Couple without dependants (restricted tenancy)
4	Single teacher (restricted tenancy)

### Family Type Accommodation (School Residence)

Priority	Tenant Classification
1	Principal of the associated school <b>on appointment</b> or at a normal change of tenancy
2	Other teachers in accordance with the allocation criteria (restricted tenancy)

### Designated Temporary Teacher Accommodation (Single bedroom units) <sup>i</sup>

Priority	Tenant Classification
1	Single temporary teacher or couple (with or without dependants) newly appointed to that town (restricted tenancy) (refer 6.5)

## 6. RESTRICTED TENANCIES

6.1. All restricted tenancies are to be accepted in writing by the tenant at the time of the offer of accommodation.

6.2. The THA may consider terminating a tenancy where changes to the tenant's circumstances during the tenancy result in that tenant being inappropriately accommodated.

- 6.3. A teacher on a restricted tenancy will be requested by the THA to vacate a dwelling only where an appropriate alternative THA dwelling (as determined by the allocation criteria [5]) is available (except as outlined in 6.4 below). In such instances, and depending on the conditions under which the initial Residential Tenancy Agreement was established, the THA may meet reasonable removal and relocation costs (excluding costs associated with the storage of furniture for any period).
- 6.4. Where a restricted tenancy of a school residence is terminated to allow occupation of the dwelling by the school principal, the THA will assist the tenant to find alternative accommodation.
- 6.5. Where a temporary teacher is allocated Designated Temporary Teacher Accommodation:-
  - that accommodation will be for a maximum period of up to 12 months, beyond this teachers are required to source alternative accommodation. The THA does not guarantee alternative accommodation at the end of this 12 month period.
  - The THA will issue these teachers with a notice of termination in accordance with the *Residential Tenancy Act 2010* and provide adequate communication to these teachers that their tenancy is for a limited period.
- 6.6. The THA will not meet removal and relocation costs for teachers who are required to vacate this accommodation under clause 6.5.

## **7. OTHER MATTERS**

- 7.1. To lease more than one residence concurrently, a teacher requires written permission from the THA. An additional rental subsidy may not apply.
- 7.2. An application for housing will lapse if an offer of accommodation for the type of dwelling sought by a teacher is refused.
- 7.3. Existing tenants of the THA may not move to alternative THA accommodation without the prior, written approval of the Authority.
- 7.4. Where a teacher or their spouse owns a dwelling within 50 kilometres of the school to which the teacher is appointed, the teacher is ineligible for THA accommodation.
- 7.5. A teacher who previously occupied a THA dwelling and:
  - seriously and consistently breached the provisions of the Residential Tenancy Agreement (e.g. by not paying rent or failing to maintain the dwelling in a clean and habitable state) may be ineligible for THA accommodation; and/or
  - has an outstanding debt to the THA (including debts previously “written off”) is ineligible for THA accommodation until the debt is paid.
- 7.6. A teacher must agree to vacate their THA dwelling (within 21 days of the date notice is given) before alternative THA accommodation will be offered.
- 7.7. A permanent teacher on leave (except Maternity Leave or Sick Leave) or secondment for more than three months, who does not remain in the locality they are appointed to, may be required to vacate the THA dwelling they have been

allocated.

- 7.8. A participant of the Deferred Salary Scheme who occupies a THA premises can continue to occupy the premises during the deferred salary leave year providing the teacher intends to exercise right of return to their school, college, campus or regional office position. Rental subsidy may not be applicable to participants on this Scheme.
- 7.9. A temporary teacher may be required to vacate the THA dwelling they have been allocated when their temporary engagement ceases.
- 7.10. Teachers in Designated Temporary Teacher Accommodation (as outlined in 5.1) may occupy their allocated accommodation for up to 28 days into the term following the cessation of their engagement. This 28 day period is inclusive (not in addition) to the 12 month period identified in 6.5.
- 7.11. A teacher must vacate their THA dwelling within 21 days of transferring to non-THA accommodation.
- 7.12. A teacher who ceases to be employed in the Education Teaching Service may be required to vacate their THA dwelling and will be classified as a private tenant.

## **8. EXCEPTIONAL CIRCUMSTANCES**

- 8.1. The General Manager has discretion, in exceptional circumstances, to vary or waive any provision of the HEAP.

## **9. DISPUTE RESOLUTION**

- 9.1. All disputes concerning the operation or interpretation of this policy will be determined by the General Manager. Such matters will be responded to within seven calendar days of when the matter was received by the General Manager.
- 9.2. A tenant (or prospective tenant) who is not satisfied with a decision by the General Manager may ask for the matter to be determined by the THA Board. Such matters will be responded to within seven calendar days of the THA receiving such notice. Such matters will be responded to within fourteen calendar days of when the matter was received by the General Manager.

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<sup>i</sup> Designated Temporary Teacher Accommodation (Single Bedroom Units) are in locations determined by the General Manager.