

DEATH OF A RENTER PROCEDURE

Procedure number	PPOL003P	Version	v2.0
Drafted by	Program Development Manager	Approved by Board on	29 September 2020
Responsible Person	Program Director	Scheduled Review Date	29 September 2025

1. RESPONSIBILITIES

- 1.1 Residential rental providers (landlords) are responsible for following these procedures.

2. PROCEDURES

- 2.1 The residential rental provider is made aware of the death of a renter (tenant).
- 2.2 The rental provider requests written notification of the renters' death from the next of kin or legal representative.
- 2.3 Following receipt of written notification, the rental provider negotiates with the deceased renter's next of kin or legal representative on a suitable date for the termination of the tenancy via serving a notice to vacate that:
 - a. is no less than 28 days following receipt of the written notification, as stipulated in the Act
 - b. allows sufficient time for the next of kin or legal representative to make appropriate arrangements regarding the deceased renter's affairs, noting that any agreement that exceeds 28 days may result in additional rent being charged to the deceased renter's estate, up to and including the date that the keys are returned.
- 2.4 If the residential rental provider is unable to serve a notice to vacate, they may apply to VCAT for an order to terminate the tenancy.
- 2.5 Where a remaining occupant who was in a marriage-like relationship with the deceased renter, has accepted an offer of membership and tenancy:
 - a. the rental provider proceeds with the establishment of a new residential rental agreement (tenancy agreement), following the procedures set out in the Establishing a Residential Rental Agreement Procedure
- 2.6 Where there are remaining occupants who will not continue to occupy the property, the rental provider may agree to offer a fixed short-term agreement to give the remaining occupants time to settle the deceased renter's affairs and establish alternative accommodation.
- 2.7 Where the rental provider is not CEHL, the rental provider (CERC) must contact CEHL, who will then administer the fixed-term residential agreement

on their behalf. CEHL will arrange a transfer of both the property and tenancy to VicWide for the period of the short-fixed term tenancy. When the property becomes vacant as a result of the end of the fixed term tenancy, the property will automatically return to the CERC to assume landlord duties as the rental provider; such as tenancing as per the Member Selection Program Policy and Procedure.

- 2.8 In managing the fixed term tenancy CEHL will assume financial and maintenance responsibilities of a rental provider for the duration of the fixed term tenancy. CEHL will not assume responsibilities for third schedule maintenance or repair damages incurred during the previous tenancy.
- 2.9 Where necessary, the landlord may request that CEHL facilitate access to external support agencies for remaining occupants.

3. RELATED DOCUMENTS

- 3.1. Death of a Renter Program Policy.
- 3.2. Referral to Support Agencies Program Policy.
- 3.3. Appropriate Alternative Accommodation Program Policy.
- 3.4. Establishing a Tenancy Procedure.
- 3.5. Residential Tenancies Act 1997.

4. AUTHORISATION

Approved by	CEHL Board	Date of approval	29 / 09 / 2020
Position	CEHL Managing Director	Stephen Nash	