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4 October 2016

Victorian Ombudsman
Ms Deborah Glass OBE
Level 2, 570 Bourke Street
Melbourne VIC 3000

Sent via email: housinginvestigation@ombudsman.vic.gov.au

Dear Ms Deborah Glass OBE,

Victorian Ombudsman 'own motion' investigation into the Office of Housing maintenance debts

The Tenants Union of Victoria (TUV) welcomes the Victorian Ombudsman's 'own motion' investigation into Office of Housing management of maintenance debts.

The TUV was established in 1975 as an advocacy organisation and specialist community legal centre, providing information and advice to residential tenants, rooming house and caravan park residents across the state. Our aim is to promote and protect the rights and interests of residential tenants in Victoria.

The TUV has a long history of assisting public housing tenants with unfair public housing maintenance claims. In the period from 1st Jan 2015 to 8th August 2016 the TUV ran 43 matters assisting tenants with their maintenance claims. Below we have compiled 17 recent case studies that depict a number of systemic issues in relation to maintenance claims.

DHHS Policy change

In late 2014 there were discussions between the Department of Human Services and a number of community stakeholders. As a result DHS amended their departmental policies used by staff when determining maintenance liability. At the time it was believed that this change would result in greater compliance with the policies and a reduction in unfair and inflated maintenance claims.

Unfortunately this change has not had adequate impact on the practice within housing offices, with a high degree of spurious claims continuing to be issued against tenants in public housing.

It appears that the policy amendment did not get to the heart of the issue and thus was ineffective. Further changes are needed to address the automated generation of the maintenance claims (through HiIP) and the seeming inability to comply with the policies in light of this.

VCAT hearings

According to data provided by VCAT, during 1 February 2014 and 1 February 2015 there were 213 VCAT hearing for compensation brought by the Director of Housing. During the period of 1 February

2015 and 25 August 2016 there were 328 hearings. These numbers indicate that whilst efforts were made to improve Departmental process through the amendment of the operational guidelines, it appears that the number of compensation claims going to hearing has not decreased. See Attachment 1 for more details.

DHHS not complying with their policies

The Department of Health and Human Services *Policy Statement: Tenant Property Damage* and the *Tenant property damage operational guidelines* outline the process for determining liability and seeking resolution where property damage has occurred.

The policy documents state that the Department will not claim compensation in situations where the damage was caused by situations outside the tenants' control such as disability or family violence. It also states that tenants are not responsible for fair wear and tear or where the property is vacant and it cannot be determined with sufficient certainty who is responsible for damage. Despite this inclusion in the policy statement and the operational guidelines, maintenance claims appear to be commonly issued where:

- the damage is caused by family violence,
- the damage is due to fair wear and tear, and
- the property is vacant and damage has been caused by a third party after the tenancy ended.

The policy documents also state that the process for determining liability first begins with the Department contacting the tenant to discuss the damage. The tenant is supposed to have the opportunity to respond as to why the damage occurred, and the Department should provide information and evidence to the tenant that will be used to support the maintenance claim. Despite this inclusion in the policy statement and the operational guideline it appears that in many instances tenants:

- are not contacted prior to receiving the maintenance claim,
- do not receive information and evidence used to formulate the claim, and
- are not given an opportunity to respond to why the damage occurred.

Many of the tenants in public housing properties have mental health and/or physical health issues and some tenants experience the added impact of family violence. It appears that DHHS culture has come to regard these as the norm and therefore not an issue for consideration.

Unless held to account the Department appears to regularly ignore its own policies. This is concerning for tenants who may not seek independent assistance to help negotiate their claims and may be found liable for excessive claims against them simply because they have not been able to argue against them.

DHHS not acting as a model litigant

As an agent of the Victorian government, the Director of Housing should act in accordance with the Model Litigant Guidelines. In particular, the Guidelines provide that a Victorian government agency should:

- (a) Act fairly in handling claims and litigation brought by or against the State or an agency; and
- (b) Make an early assessment of:
 - (i) the State's prospects of success in legal proceedings; and
 - (ii) the State's potential liability in claims against the State.
- (c) Consider seeking to avoid and limit the scope of legal proceedings by taking such steps, if any, as are reasonable having regard to the nature of the dispute, to resolve the dispute by agreement including settlement negotiations.

DHHS not acting fairly and not seeking early resolution

- The Department frequently fails to provide the required documentation and evidence to the tenants. TUV must spend extensive resources requesting documents from the Department before they are provided.
- Depreciation is seldom taken into account when developing the maintenance claims.
- Claims are often extended beyond the damaged area. For example claims for replacement carpets and repainting often extend from the problem area to the whole property.
- The Department often makes claims that the property has had extensive renovations done during the tenancy, but on request for proof are often found to be repairs which should not be part of the tenant's costs, or works that were in fact not as extensive as claimed.
- Initial claims by the Department are often substantially revised downwards when asked for a summary of proofs, in one instance by 35% which was subsequently reduced further through negotiation with the TUV.
- Double dipping is commonplace, particularly on more complex claims the same item may appear several times.
- The Department is often reluctant to negotiate, instead preferring to go through to a VCAT hearing. Often negotiation by consent of the parties will take place on the day prior to the hearing. This leads to an extraordinary waste of resources – multiple staff from the Department, Tribunal time wasted, appearances by the tenant often requiring a support worker in attendance, and preparation work by the TUV.
- Many tenants have said they feel bullied, intimidated and/or threatened by OOH staff. This is particularly the case for specific staff members and specific offices.

Case Study 1

Ringwood Housing Office

The tenant was evicted on June 8 2014 due to damage to the property. The tenant handed back the key to DHHS housing worker on July 26 2014.

The property was in a poor state of repair, was damaged, and filled with rubbish based on photos taken by DHHS one month after the tenant vacated. The tenant insisted she did not cause any of this damage; this damage occurred after she vacated.

DHHS lodged an MCAT claim on 1 July 2015 for approximately \$28,000 for damage done to the property (1st MCAT claim), and also claimed compensation for rent arrears. However, after negotiations, the claim became \$21,000 for malicious damage caused by the tenant's sons.

A recoveries corporation was also seeking \$1980.84 against the tenant (2nd MCAT claim).

The tenant disputed the negotiated \$21,000 claim as she believed there were ongoing maintenance issues with the property and also family violence issues during the tenancy. The housing office said an FOI would need to be made in order to obtain maintenance and family violence reports.

There was a VCAT hearing listed on 11 August 2016. TUV requested the matter be adjourned to allow the tenant to obtain full legal advice from TUV and to negotiate with the housing office.

The adjournment was granted by VCAT until 15 November 2016.

Case Study 2

Morwell Housing Office

The tenant was forced to flee the rented premises on very short notice due to ongoing family violence to protect her safety and that of three children living with her. The tenant instructed that she fled the rented premises on less than 24 hours' notice and went to a refuge with the three children. As a result of this, she was forced to leave behind her personal belongings and did not have an opportunity to clean the property. The tenant says she fled on 26 February 2016.

The housing office claimed \$12,000 from the tenant at VCAT (hearing on 22 August 2016) on the basis of alleged damage to the property and needing to purchase a new key even though the tenant insists that her brother handed back the keys for her. The housing office did not provide the tenant with photographs, invoices or a condition report to substantiate their compensation claim.

Conduct of the housing office was also questionable as they did not provide notice of repair to the tenant, they did not provide evidence to substantiate their compensation claim contrary to their policy on doing so, and they have not taken into account evidence of family violence suffered by the tenant, also contrary to their policies.

TUV sought an adjournment of the VCAT hearing, which was granted. The housing office decided to withdraw the MCAT application and decided not to pursue the alleged \$12,000.

Case Study 3

Footscray Housing Office

The tenant lived in property for 7 years, vacating on 11 August 2014.

The tenant was a victim of family violence and vacated the property in a hurry as she felt that she was in high risk of physical injury.

The housing office sent an MCAT claiming \$8708.82 and applied to VCAT on 24 October 2014 for compensation under sections 61, 63, and 64.

The hearing date was adjourned as the Tenant was given no documents before the hearing, and to give parties time to negotiate the matter.

Neither the caseworker nor the manager at the housing office were prepared to negotiate with the tenant, preferring to let the matter be heard at VCAT which was scheduled for 17 December 2014. The TUV corresponded with the housing office requesting copies of all documents relevant to the application including a copy of notice of cost to repair, condition report and any photographs. TUV

asked for these to be provided by close of business 23 December 2014 before the Christmas break. TUV received no response and had to follow up with the housing office, TUV finally received the documents on 9 January 2015.

On 20 January 2015 TUV wrote to the Footscray housing office; no response was received so TUV phoned to ask if they planned to respond. The representative said they planned to go ahead with the hearing and did not wish to negotiate. TUV asked if they had consideration of their policies particularly regarding family violence. He said yes, they had already discounted the MCAT for depreciation. TUV pointed out that under the DHHS policy if the damage is caused as a result of family violence the tenant shouldn't be charged at all.

Later that day TUV spoke to the Acting Housing Manager at Footscray, and negotiated to remove most costs for damage as they were caused by family violence. The new compensation amount sought was \$1,180.69 for replacement of carpet.

The VCAT Hearing was held before Member Harvey on 3 February 2015, the decision was reserved to enable the Member to read through the submissions/evidence.

Orders were given on 24 March 2015: Tenant to pay Landlord compensation of \$590.54

Summary: There were several adjournments of this matter between 24 October 2014 and 3 February 2015 mainly due to the housing office neglecting to provide information/documentation/evidence as requested by TUV in a timely manner.

First MCAT claim \$8708.82 reduced to \$4633.25 on summary of proofs, further reduced to \$1180.69 via negotiations on 29/1/2016 for carpet only; VCAT order in the amount of \$590.64 - 6.78% of original claim.

Time spent by TUV on this matter: 16 hours

Case Study 4

Broadmeadows Housing Office

The tenant moved into the property in 2013. The tenant had mental health issues and as a result was admitted to hospital and had to move in with her parents. Towards the end of 2013 the housing office made an application to VCAT for abandonment, the tenant indirectly found out about this when it became apparent that rent had stopped being deducted from her account.

The tenant maintained that she had left the property in a reasonably clean condition, and there was evidence that squatters had subsequently moved in and left drug paraphernalia among other items not belonging to the tenant in the property

After attempted negotiations with the housing office to reduce their MCAT charge, the housing office sought to claim the full amount of compensation, \$2477.45, at the 8 June 2016 VCAT hearing.

At the hearing it was submitted by the TUV that the tenant should not be liable to pay the full amount of compensation as the damage alleged was caused by the criminal actions of a third party, and that the tenant had experienced unforeseen mental health issues which resulted in her having to leave the property.

The tenant was ordered to pay the reduced amount of \$891.79.

Case Study 5

Broadmeadows Housing Office

The housing office issued a maintenance claim of \$773 for the cost of removal of rubbish behind the shed on the tenant's property. The tenant contended that the rubbish was caused by a third party, in particular neighbours who had since been evicted.

The tenant had made a number of phone complaints to the housing office about the rubbish throughout the course of the tenancy, however had never received a responded.

The housing office issued the tenant with a repair notice on 21 April 2016 which seemed to indicate that the claim was for cleaning costs rather than repairing damage. The notice stated that the damage was for "removal of garden debris from behind the shed to allow fence replacement." The tenant claimed that the notice was defective as it did not state that he must carry out the repairs within 14 days pursuant to section 78(c)(i) of the *Residential Tenancies Act 1997*.

In a series of letters to the tenant dated 21 April 2016, the landlord indicated that they would apply to VCAT if the tenant did not respond to them by 16 May 2016. However, the landlord decided to file a VCAT application on 12 May 2016. As such the housing office appeared to have acted contrary to their policies.

The tenants had a number of witnesses at their disposal, neighbours, who were willing to vouch for the fact that the rubbish had been put there by third parties.

The housing office appeared to be unwilling to settle the matter before the VCAT hearing, asserting that the tenant had a responsibility to clean up the rubbish irrespective of the fact that he had not placed it there. The housing office also maintained that they had no record of the tenant's complaints contrary to the tenant's assertions.

There was a VCAT hearing on 9 June 2016. VCAT accepted the submission that the housing office had failed to uphold their duty under section 68 of the Act (Landlord's duty to maintain premises), and ordered the matter dismissed.

Case Study 6

Broadmeadows Housing Office

The Tenant vacated the property on 1 October 2014 after living in the property for 16 years. The tenant was a family violence victim.

The housing office issued a maintenance claim for \$15,299.54. The claim was revised to \$9,999.32 when asked to provide a summary of proofs.

An initial VCAT hearing was set for 18 February 2015 and was adjourned to allow time for negotiation; and was subsequently adjourned several times by consent.

The housing office claimed that extensive repairs/renovations were undertaken in 2009-10. The tenant disputed the extent of these repairs/renovations.

TUV experienced some difficulties getting information from the tenant and due to this the tenant appeared unrepresented at the VCAT hearing on 14 April 2014. The final order was for \$3,846.47, which was 25.14% of the initial claim.

Time spent by TUV on this matter: 18 hours.

Case Study 7

Broadmeadows Housing Office

The tenant was issued a MCAT compensation claim for \$1983.79.

The tenant had been told by the housing office that the damage caused by several break-ins at the property would not be assessed as the tenant's responsibility if the tenant had evidence of police attendance. Despite this statement these amounts were included in the claim.

TUV negotiated for the tenant prior to the VCAT hearing on 13 March 2015 before Member Barrand. Agreement was reached, and orders were made for compensation in the amount of \$821.41, 41.4% of initial claim.

Time spent by TUV on this matter: 5 hours 30 minutes.

Case Study 8

Preston Housing Office

The tenant lived in the property from 2007 to 2015.

Reportedly there were no issues until 2011 when the tenant's cat passed away which caused her significant anxiety and depression, resulting in hoarding issues. The tenant had a psychiatrist support giving the history of her health and events which led to anxiety and hoarding problems.

The tenant was issued a maintenance claim for \$58,0065.34 but was offered a reduction of \$8,563.17 by the housing office. The tenant was extremely anxious that she may be evicted from her current public housing property if she didn't pay them.

The tenant advised that she knew that she should have told them about a lot of repair issues but she didn't because she was highly anxious and did not want people to come to her property for fear of having a panic attack.

The tenant was on a payment plan to pay \$20 per month for cost of rubbish removal \$7000.

The tenant was accompanied by her daughter and presented as very anxious throughout the interview and repeatedly stated she was scared of her housing worker and felt threatened to agree to pay the money.

Although TUV had been in communication with the housing office and they were aware that attempts to negotiate were on foot, the housing office lodged an application at VCAT.

It was explained to the tenant that we could try to get the claim reduced as there were items being claimed that the tenant should not be responsible for, and that it was likely that if we went to VCAT the amount would be reduced.

The tenant advised that the situation was causing her and her daughter too much stress and she would rather simply agree to the costs to get the process over with. The tenant said that it would be too embarrassing to go through a hearing especially with the photos.

The matter was therefore closed. The amount agreed was \$49,502.17.

Time spent by TUV 7.5 hours.

Case Study 9

Preston Housing Office

The tenant lived in property for 11 years before being transferred to a smaller property.

The tenant was happy to move but was issued a maintenance claim for \$18,000 for her old property. The Tenant accepted responsibility for some of the damage but claimed that much of the costs sought were not her responsibility.

Depreciation had not been taken into account and neither had damage that had been caused by the tenant's son who suffers from schizophrenia.

The original claim was for \$18,776.01 (although a typo in the document asked the tenant to pay \$1877.01) and asked the tenant to sign admitting fault.

TUV assisted the parties to reach an agreement on 25 May 2015 but the housing office still wanted to go to VCAT to have agreement ratified. TUV represented the tenant at the VCAT hearing on 7 June 2016 where orders were made by consent.

The original claim was \$18,776.01, the revised claim was \$3,789.33. This is 20.18% of original claim.

All damage caused by the son was removed from the claim. Other items the tenant felt were overpriced but as the tenant had no access to internet she found it difficult to get other quotes to challenge the amount so agreed to pay.

Time spent by TUV on this matter: 18 hours 45 mins.

Case Study 10

Preston Housing Office

The tenant vacated a property in November 2014. During the tenancy the property had been damaged by others during break-ins on at least two occasions of which police reports had been obtained. The tenant was found to not be responsible for the damage at those times.

After the tenant vacated an MCAT claim for cleaning, rubbish removal and repair of broken windows was received. The tenant accepted cleaning and rubbish removal, but claimed the windows were broken after she vacated the property.

At the VCAT hearing on the 27 May 2015 the parties agreed that the tenant pay rubbish removal costs. The orders were made by consent.

The original claim was \$518.56, the amount awarded was \$279.34. This is 53.84% of the original claim.

Time spent by TUV on this matter: 6 hours 15 mins.

Case Study 11

Preston Housing Office

The tenant vacated the property in November 2013. In March 2014 the housing office made an application to VCAT for compensation of \$1,182.70.

The VCAT hearing took place on 7 May 2014 where Member Wiseman made orders that *"the tenant now pay the landlord as per works order dated 26 November 2013 for \$40.00."*

The Tenant paid the \$40.

On 29 July 2014 VCAT amended the initial orders to the effect that the *"...tenant to pay the landlord the sum of \$1,124.25."*

The tenant paid \$20 towards this new alleged debt.

On 21 August 2014 the tenant was contacted by Recoveries Corporation Pty Ltd in relation to the new alleged debt in the amount of \$1,064.25.

The tenant approached TUV as she was adamant that VCAT ordered she pay \$40.00 and nothing more.

TUV discovered that around 23 July 2014 the housing office wrote to VCAT indicating that the orders made on 7 May were incorrect and that the total claim should have been \$1,124.25.

VCAT amended the May orders and produced the new orders on 29 July 2014.

The tenant requested a copy of the audio transcript of the hearing on 7 May 2016 to clarify the issue.

The verbal orders from Member Wiseman: *"...having heard the evidence of the tenant, I order the tenant to pay the landlord as per works order dated 26 November 2013 and I am going to reduce it to \$40.00 which will be about the cost of the lawn mowing and that will be your liability."*

On 16 December 2014 TUV requested the housing office to consent to having the orders amended under slip rule s119 VCAT Act to reflect the orders made 7 May 2014, and that the housing office repay the \$20.00 overpaid by the tenant.

On the 5 January 2015 TUV again contacted the housing office as there had been no reply.

On 12 January 2015 the housing office replied saying that no, they agree with the amended order of 29 July 2014 and that the tenant owes \$1,124.25.

On 30 January 2015 TUV applied to VCAT under section 119 of the VCAT Act – correcting mistakes.

In February 2015 the tenant received a letter from Recoveries Corporation (RC) on behalf of the housing office.

On the 25 March 2015 TUV contacted VCAT as the housing office was still pursuing the debt through Recoveries Corporation; later that day the amended orders dated 9 March 2015 were sent via email showing that the tenant's order from 7 May 2014 stands.

The initial claim was \$1,124.25, the amount awarded was \$40.00. This equates to 3.56% of original claim.

TUV time spent: 15 hours 30 minutes.

Case study 12 **Preston Housing Office**

The tenant lived in the public housing property for nearly 25 years. The tenant vacated the property on the 18th April 2013, and handed back keys about one month later (late May 2013).

The housing office sent the tenant two MCAT claims dated 18 March 2014 and totalling \$13,012.37 (\$892.86 + \$12,119.51). The housing office lodged an application with VCAT the same day claiming a total of \$13,012.37.

The tenant was suffering serious health issues; he had suffered a stroke and was waiting for a triple by-pass, as the last one was re-scheduled because the tenant had an ear infection.

At the hearing on 13 June 2014 Member WR Holliday ordered compensation to the housing office fixed at \$3,778.14. The tenant could not attend the hearing because of an appointment with a surgeon regarding the triple bypass surgery, so the order was made in the tenant's absence.

The tenant applied to VCAT for a review on 26 June 2014. The review was granted for ongoing medical health issues and the Member noted the claim amended to \$3778.14.

On 29 July TUV sent a letter to the housing office requesting that in accordance with the Orders that a copy of the particulars of the Directors claim be provided to the TUV on or by 18 August 2014. The reply from the housing office stated that at the 13 June Hearing the Member reviewed the photos and claim and estimated an amount he felt was reasonable so they would not be able to give particulars of the amount being claimed.

The tenant received letters from the housing office asking her to pay \$3,000. The tenant told them that the claim was in the process of going through VCAT so she would not be paying at that time.

At the final hearing on 2 October 2014, the TUV submission stated:

1. That the application should be dismissed under S75(1) VCAT Act – vexatious as the housing office issued proceedings without proper consideration of whether the tenant is liable and without reasonable prospect of success; misconceived as the housing office did not state alleged breach of RTA in application and full cost of maintenance sought without depreciation; abuse of process as the housing office not following model litigant guidelines s211(e).

2. Note s447 – jurisdiction to hear up to \$10,000 as the housing office’s original claim was for \$13,012.37.
3. The housing office should not be satisfied on balance of probability that the tenant was responsible for the condition of the property.
4. The tenant offered \$115.44 to remove items left behind and \$140 for cleaning.
5. The tenant vacated the property on 18 April and handed back keys one month later. The housing office took photos 1 Nov, 6 months later leaving a substantial time for the property to be damaged. Photos of the front door, back door, and laundry door show signs of forced entry.
6. Should claim not be dismissed on the above, the housing office have a duty to mitigate and shouldn’t be laying general maintenance charges, they should consider as to what the tenant is truly responsible for, and should allow for fair wear and tear.

The Member took 10 mins to review calculations for decision; and was not satisfied that the housing office had proved their claim; allowed \$50 for cleaning and \$150 for modifications/repair/removal – total \$200.

Original claim \$12,119.50, amount awarded \$200, 1.65% of the original claim.

TUV time spent: 18 hours.

Case Study 13

South Melbourne Housing Office

The tenant had lived in the property for about 15 years before being evicted for rental arrears.

The housing office claimed that the tenant owed between \$4,000 and \$5,000 in rent arrears, and also made a \$9,876.42 maintenance claim.

There were inconsistencies in the housing office correspondence with the tenant to the effect that it was unclear whether they were actually claiming any compensation from the tenant at all.

The TUV contacted VCAT and it was indicated that the tenant owed around \$2,000 worth of rent. The TUV advised the tenant that the maintenance claim did not factor depreciation into the calculation of the tenant’s alleged liabilities, and requested that the housing office provide a copy of all the evidence they were seeking to rely upon at the hearing.

The TUV was unable to get in contact with the tenant in the lead up to the hearing. The hearing took place on 21 April 2016 without the tenant being present. VCAT ordered the tenant to pay \$5,456.56 as well as to reimburse any rent arrears owing on account of any previous unsatisfied orders.

Case Study 14

Swan Hill Housing Office

The tenant left the property due to family violence.

The Swan Hill Office of Housing made an MCAT claim against the tenant for damage to the property and cleaning costs. The claim was initially \$6,000, which was based largely upon mess and damage that the tenant was unable to prevent due to having fled the property because of family violence.

The tenant believed that it was unsafe for her to return to the property to clean it and face her abusive ex-partner.

The housing office eventually dropped the claim down to \$1,800 after the tenant provided them with police reports about family violence in the property.

There was a dispute as to whether it was part of DHHS policy to relieve the tenant of liability where they couldn't clean the property due to family violence. While the housing office accepted that their policies might allow relief on such grounds, they said that the tenant had not told them that her ex-partner was in the property after she had fled.

There were repeated attempts on the part of the TUV to contact the tenant in the lead up to the 4 May 2016 VCAT hearing (at Swan Hill) for the purpose of either settling the matter before the hearing, getting the matter adjourned, transferring the hearing to Melbourne, or obtaining leave to appear at the hearing by phone. Unfortunately, the tenant could not be reached before or after the hearing.

As a result, the hearing at Swan Hill proceeded without the tenant being present. The housing office was awarded the full amount of compensation they were claiming at that point, \$1815.37.

Three weeks after the hearing, the TUV was informed by the tenant's sister that the tenant had had a breakdown and was receiving treatment.

Case Study 15

Housing Office unknown

In 2012, the Tenant was charged by the DHHS for damage to the property that he maintains was caused by an illegal break-in.

The housing office took the matter to VCAT in 2012 and it was ordered that the tenant was liable to pay the damage. Problematically, the tenant did not attend the hearing.

This year, the tenant sought to apply for social housing but was refused on the basis that he had not yet paid the debt he owed DHHS.

The tenant wanted relief from his liability to pay the debt, and was advised that the limitation period for making a review application of the order had long since passed (within 14 days of finding out the order was made). The tenant was also advised that he would need to make an FOI request for a copy of the police report and DHHS records in order to prove that the damage was caused by a third party.

Ultimately, the tenant was advised to try and negotiate with DHHS and raise the point that it was contrary to the department's policies to seek compensation for damage caused by a third party.

It is unclear what the outcome of the matter was as there was only one correspondence between the Tenant and the TUV.

Case Study Matter 16

Sunshine Housing Office

The tenant lived in property for 20 years. The tenant left the property reasonably clean, although they left a wardrobe in the upstairs bedroom and a couple of pot plants in the back yard.

The tenant received a maintenance claim for 22 items totaling \$2,201.21. There had been no allowance for fair wear and tear.

TUV contacted the housing office who revised costs down to 4 items – clean and removal of rubbish, clean and removal of rubbish and non-standard items, steam clean carpets, and clean kitchen and stove. For these four items, the revised total was \$1,018.06.

The Tenant conceded parts of some of the items and offered \$235 to be paid at \$20 per fortnight.

The housing office provided a counter-offer of \$698.98.

This offer was accepted by the tenant to be paid interest-free at \$20 per week.

TUV time spent: 10 hours 47 minutes.

Case Study 17

Bendigo Housing Office

The tenant vacated the property in July or August 2011 as he was unable able to stay in the property any longer. The housing office took photos of the damage to the property in November 2011 (a number of months after the tenant vacated). The photos depicted broken windows and graffiti on the wall. Consequently an MCAT charge was imposed upon the tenant. The tenant agreed to some of the costs (for a window and rubbish removal) but not all of them.

The tenant had significant mental health problems and there was a considerable gap between when the tenant vacated the property and when the housing office took the photos, however the housing office claimed they never got the keys back.

The subsequent VCAT hearing took place in the tenant's absence, and was ordered to be reheard on 23 August 2016.

The tenant missed the new hearing on 23 August 2016, which was to be conducted by way of telephone conference. The tenant applied for an adjournment which was granted by VCAT.

This matter is still ongoing.

Attachment 1

VCAT data provided to TUV 12th September 2016.

Director of Housing compensation claim proceedings commenced in the Residential Tenancies List - 1st February 2014 and 1st February 2015

Act and section	Count
Residential Tenancies Act	3,695
210	2,094
452,79(2)	1,426
452,184	116
452,107	43
452	15
452,472	1
Total	3,695

Director of Housing compensation claim proceedings commenced in the Residential Tenancies List - 1st February 2015 and 25th August 2016

Act and section	Count
Residential Tenancies Act 1997	5,049
210	2,449
452,79(2)	1,846
452,79(3)	560
452,184	177
452	15
452(1),79	2
Total	5,049

Number of the proceedings that were dismissed - 1st February 2014 and 1st February 2015

Dismissed/Withdrawn applications	Count
Withdrawal - order	126
Dismissal	87
Total	213

Number of the proceedings that were dismissed - 1st February 2015 and 25th August 2016

Dismissed/Withdrawn applications	Count
Withdrawal - order	194
Dismissal	134
Total	328