

SOUTHERN JUNCTION
COMMUNITY SERVICES
Constitution & By-Laws

Endorsed by Board 29th March 2007

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1 NAME

The name of the Association shall be Southern Junction Community Services Incorporated, hereinafter called "the Association".

2 DEFINITIONS

In this constitution unless the contrary intention appears -

'Act' means the Associations Incorporation Act, 1985;

'Board' means the Board of Management of the Association;

'Meeting' means a meeting of the Board of Management;

'Member' means a Member of the Board;

'General Meeting' means a meeting of the Association open to the public and includes reference to Special General Meetings and Annual General Meetings.

3 MISSION STATEMENT

Southern Junction Community Services Inc will provide quality information, accommodation and support services relevant to people who are socially or economically disadvantaged, are homeless or at risk of homelessness.

We will work with other agencies, groups and individuals in the community to overcome barriers, develop resilience and enhance the community connectedness of groups and individuals.

4 OBJECTS

The objects of the Association are:

- 4.1 To dynamically respond to the changing needs of the community.
- 4.2 To provide adequate, appropriate, secure and affordable accommodation for people in need.
- 4.3 To provide information, support and encouragement in a way that will enable people who access our services to achieve the maximum possible degree of independence and self-reliance.
- 4.4 To encourage and support the maintenance of family links and, where appropriate, the reuniting of the family unit.
- 4.5 To work in partnership with the community to encourage support and awareness of homelessness and other issues facing disadvantaged people.
- 4.6 To work in a manner that upholds the dignity and worth of all people, enhances their self-esteem, is sensitive to their social and economic circumstances and respects their cultural backgrounds and beliefs.
- 4.7 To do all such other things as may be incidental or necessary to the attainment of such objects.

5 NON-PROFIT DECLARATION

The assets and income of the Association shall be applied solely in furtherance of its above-mentioned objects and no portion shall be distributed directly or indirectly to the members of the organisation except as bona fide compensation for services rendered or expenses incurred on behalf of the organisation.

6 POWERS

The Association shall have all the powers conferred by Section 25 of the Act as amended including the power to:

- 6.1 Purchase, lease, hire or otherwise acquire property, including real estate, and to hold, deal with, develop and dispose of such property to the benefit of the Association;
- 6.2 Administer any property on trust;
- 6.3 Open and operate trading accounts with financial institutions;
- 6.4 Invest or otherwise deal with monies of the Association's in such manner as from time to time is deemed beneficial to and is authorized by the Association;
- 6.5 Apply for, accept, and administer grants appropriate to the Association's objects;
- 6.6 Borrow money upon such terms and conditions as the Association thinks fit;
- 6.7 Give such security for the discharge of liabilities incurred by the Association as the Association thinks fit;
- 6.8 Appoint agents to transact any business of the Association on its behalf;
- 6.9 Enter into any contract it considers necessary or desirable;
- 6.10 Raise revenue through the conduct of lotteries, gaming and other fundraising activities appropriate to the promotion of the Association and in accord with its objects; and

6.11 Do all such things as are conducive or incidental to the attainment of the objects the Association.

6.12 Employ an executive officer and other staff as required.

7 MEMBERSHIP

7.1 Directors of the Board shall be the only Members of the Association.

7.2 A member shall cease to be a member upon the cessation of their membership of the Board.

8 THE BOARD OF DIRECTORS

8.1 The affairs of the Association shall be managed and controlled exclusively by a Board which shall comprise of not less than seven (7) and not more than twelve (12) Directors who shall manage the Association according to principles of equity and fairness.

8.2 The Board may in addition to any powers and authorities conferred by this constitution, exercise all powers and do all such things necessary for the advancement of the objects of the Association, and which are not required by the Act or by this Constitution, to be done by the Association at a General Meeting.

8.3 As may be necessary and as provided in accordance with the terms of this Constitution the Board may delegate any of its powers to any officer, including the Public Officer, or employee of the Association as may be required to carry out the Association's objects.

- 8.4 The Board shall have the power to make, amend and repeal by-laws which may be necessary from time to time for the effective management of the Association's activities and as may be required by legislation governing those activities.
- 8.5 The Board shall have authority to interpret the meaning of this constitution and any other matter relating to the affairs of the Association on which these rules are silent.
- 8.6 The Board will prior to the Annual General Meeting appoint persons from the community and relevant organisations or from specialist occupations deemed appropriate or required by the Board from time to time who are interested in the advancement of the Association's objects to fill expected vacancies on the Board;
- 8.7 The names of persons accepting appointment to membership of the Board shall be announced at the next Annual General Meeting;
- 8.8 The Executive Officer shall be appointed an *ex-officio* member of the Board with full rights to participate in the consideration and determination of matters before the Board but shall have no right to a vote on a decision of the Board.
- 8.9 Directors shall serve a term in rotation from the date of the Annual General Meeting confirming their membership of the Board for a period of 2 years and may be re-nominated for a further term such that half of the Board shall be newly appointed each year;

8.10 Persons who are insolvent under administration or who have been convicted of any of the offences listed in section 30(2) of the Act are precluded from becoming members of the Board.

8.11 A member of the Board shall cease to hold such office upon:

8.11.1 Resignation in writing;

8.11.2 Expulsion as a member of the Association;

8.11.3 Absence from three successive Board meetings without explanation acceptable to the Board;

8.11.4 Becoming a person to whom section 30 of the Act applies;

8.11.5 Death

8.12 Directors serve as members of the Board in their own right and do not, in their capacity as Directors, act as representatives of any other organization but must act only in the best interests of the Association.

8.13 Any member of the Board or any committee appointed by the Board who at any time during their term as a member of the Board or committee becomes aware of any actual, possible, contingent or implied conflict of interest with their role as a member of the Board, committee or any matter respecting the administration of the Association shall:

8.13.1 Immediately upon the matter coming to their notice advise the Board of such matter; and

8.13.2 Seek advice from the Board as to any action the Board deems appropriate to be taken in light of the circumstances of the matter.

8.13.3 Failure of a member to bring such issues to the attention of the Board may lead to the expulsion of such member from the Board and the Association.

8.14 Except as provide for in this Constitution the Powers of the Board are to be exercised by the Board only.

9 DELEGATION

9.1 The Board may appoint from among its members or employees of the Association, committees for special purpose as deemed appropriate and necessary by the Board.

9.2 Such committees as may be appointed shall report to the Board as necessary but no less than three months shall pass between reports.

9.3 Committees shall be subject to the direction and control of the Board at all times and shall not exercise any powers on behalf of the Association or the Board unless specifically authorized by the Board in writing to do so following a formal motion put to and passed by the Board and recorded in the minutes.

10 BOARD VACANCIES

Vacancies arising on the Board between Annual General Meetings for whatever reason shall be filled by the Board by way of appointing a person or persons selected at the discretion of the Board and such person(s) to serve for the remainder of the departing member's unexpired term.

11 OFFICERS OF THE ASSOCIATION

The following Officers shall be appointed from among the members of the Board:

11.1 A Chairperson who shall:

- 11.1.1 Preside at all meetings of the Board and General Meetings of the Association and ensure that business is conducted with propriety and order;
- 11.1.2 Have a deliberative vote and, in case of equality of votes, have the casting vote;
- 11.1.3 Have authority to speak on behalf of and to act as the principal representative of the Association at all times subject to the prior approval or subsequent ratification of the Board.

11.2 A Secretary who shall;

- 11.2.1 Ensure that all meetings as required under this Constitution are called and conducted in accordance with this Constitution, the Act and Regulations;
- 11.2.2 In consultation with the Executive Officer prepare an agenda for all meetings and ensure in so far as is reasonably possible and in accordance with the Constitution that all members of the Association or Board (as appropriate) are advised in accordance with the terms of this Constitution of all matters to be raised;

- 11.2.3 Oversight and ensure the maintenance of proper minutes of meetings, receive, attend to, dispatch and maintain records of all correspondence to and from the Association;
 - 11.2.4 Ensure the proper care and use of the Association Seal and maintain the Seal Register Book;
- 11.3 A Treasurer who shall ensure:
- 11.3.1 All monies received are properly received and paid into the correct accounts held by the Association;
 - 11.3.2 Records of all receipts, payments and other financial transactions of the Association are correctly maintained;
 - 11.3.3 That budgets and statements are prepared and a report on the finances of the Association is given at each meeting of the Board of the Association;
 - 11.3.4 That the audited accounts are presented to the Annual General Meeting of the Association.
- 11.4 There shall be employed by the Association an Executive Officer who shall attend all meetings of the Board to advise on the day to day operation of the Association, its activities and programs and be responsible for the day to day management and administration of the Association.
- 11.5 The Board shall appoint a Public Officer to be the official point of contact with the appropriate government body as required by the Associations Incorporation Act 1985.

12 BOARD MEETINGS

- 12.1 The Board shall meet as often as may be required to conduct the business of the Association and not less than six (6) times each calendar year.
- 12.2 The Chairperson or two other members of the Board shall have the power to call a meeting of the Board if necessary or as otherwise required to meet extraordinary circumstances.
- 12.3 Notice of meetings shall be given at the previous Board meeting or by seven days written notice distributed to all Board members or in an emergency by such other notice as shall be ratified by the Board.
- 12.4 A quorum of the Board shall not be less than half plus one the number of members of the Board as constituted from time to time.
- 12.5 If a quorum of the Board is not present within 30 minutes of the time appointed for the commencement of any meeting of the Association the meeting shall be adjourned to a later date. Discussion among the members present may continue but no vote cast on any matter shall be of any effect.
- 12.6 The Board may function validly notwithstanding any vacancies but must co-opt members to fill vacancies and not allow its membership to be reduced below five.
- 12.7 Where a Board member is aware of any actual or potential conflict of interest in matters before the Board that Board member shall remove themselves from the meeting and must not participate in the Board's discussion or vote on those matters and the period of the Board member's absence shall be recorded in the minutes of the meeting.

12.8 The Board may appoint sub-committees composed as required of members and non-members of the Association for specific purposes who shall meet as directed by the Board, and who shall report to the Board at subsequent Board meetings.

12.9 Persons with special interests or knowledge relevant to the objects of the Association, its operation or other requirements may be invited to attend any meeting of the Association and to address such meeting on any relevant matter but may not vote unless entitled to do so under this constitution.

13 THE COMMON SEAL

13.1 The Association must have a Common Seal upon which its corporate name must appear in legible characters.

13.2 The Common Seal must not be used without the express authorization of the Board; such authority may be provided prospectively or by way of ratification at the next Board meeting following use of the Seal.

13.3 Every use of the Common Seal must be recorded in a Seal Register Book kept for such purposes by the Secretary.

13.4 The affixing of the Common Seal must be witnessed by no less than two members of the Board and their names, position of authority and date of the affixing of the Seal recorded in the Seal Register Book.

13.5 The Common Seal shall be held by the Secretary or the Secretary's delegate on the behalf of the Association.

14 FINANCIAL YEAR & APPOINTMENT OF AUDITOR

14.1 The financial year of the Association shall commence on 1st July and end on 30th June of the next calendar year.

14.2 At the Annual General Meeting of the Association the meeting shall appoint an appropriately qualified auditor of the Association who shall;

14.2.1 Have the power to call for all books, papers, records, vouchers and documents belonging to the Association; and

14.2.2 Submit a report on the financial operations of the Association at the next Annual General Meeting;

14.3 Any person or body appointed by the Board of the Association as an Auditor shall be subject to the requirements of the relevant Act, and must not be a member of the Board of the Association.

15 ANNUAL GENERAL MEETINGS

15.1 The Annual General Meeting of the Association shall be held no later than the 30th of November each year.

15.2 The Business of the Annual General Meeting shall be:

15.2.1 To confirm the minutes of the preceding Annual General Meeting and of any Special General Meeting held since that meeting;

15.2.2 To receive the Chairperson's report for the previous financial year;

- 15.2.3 To receive the Association's financial report for the previous financial year;
- 15.2.4 To receive the auditor's report for the previous financial year and to appoint an appropriately qualified auditor for the subsequent financial year;
- 15.2.5 To receive the Executive Officer's report for the previous financial year;
- 15.2.6 To alter the Constitution of the Association of which due notice has been given; and
- 15.2.7 To conduct any other business placed on the agenda before the commencement of the meeting.

16 GENERAL MEETINGS

- 16.1 The Association must give at least twenty-one (21) days notice of any General Meeting.
- 16.2 The notice must be set out where and when the meeting will be held and particulars of the nature and order of the business to be transacted at the meeting.
- 16.3 Written notice of all General Meetings of the Association shall be displayed at the premises of the Association and served on all members not more

than 40 days and not less than 21 days of the date set down for the meeting.

16.4 The Association may give notice of General Meetings to any member by serving a notice personally on them, or by sending such notice by post to the address of such member as recorded in the Register.

16.5 Where a notice is sent by post, service of the notice is deemed to be effected if it is properly addressed and posted to the member by ordinary prepaid mail.

16.6 Notice of the Association's Annual General Meeting (AGM) shall be announced one calendar month prior to the date for the convening of the meeting.

16.7 Attendance at the AGM shall be open to all persons including tenants or clients of the Association.

16.8 The Agenda for the AGM shall be available to all persons attending at the commencement of the AGM.

16.9 The Chairperson presides as Chairperson at all General Meetings of the Association.

16.10 In the absence of the Chairperson, another member of the Board shall act in the place of the Chairperson.

16.11 The Chairman may invite persons attending the AGM to ask questions, present petitions or bring to the attention of the Association any issue that may concern the operation or business of the Association.

17 VOTING

17.1 Only Members of the Association shall be entitled to vote on any issue presented to the Association at a General Meeting and such members as may be present in person are entitled to one vote each.

17.2 Voting shall be by a show of hands except that:

17.1.1 The Board may, at its discretion, direct that any contentious issue to be determined at any General Meeting or otherwise shall be by secret ballot; or

17.1.2 The members present at any General Meeting may, by show of hands, require any other vote to be conducted by secret ballot.

17.1.3 Electronic voting practices may be utilised within established protocols when necessary.

18 RETURNING OFFICER

18.1 In the case that a secret ballot is required by the Board or the membership attending a General Meeting the Board shall appoint a Board member, not having any personal interest in the matter for determination, as a Returning Officer for the purposes of recording the vote.

18.2 A Returning Officer shall hold such position for the purpose of conducting the vote at one meeting only but is not precluded from acting by reason of previous service as Returning Officer at previous meetings.

18.3 The person appointed as Returning Officer does not by their appointment lose any right to vote on the issue to be determined.

19 MINUTES

19.1 Proper minutes of General Meetings and Board Meetings must be entered into a book kept for that purpose the maintenance of which shall be the responsibility of the Secretary.

19.2 The minutes kept pursuant to this rule shall be confirmed by members at a subsequent General or Board meeting, and signed by the Chairperson of the meeting at which the proceedings took place or by the Chairperson of the subsequent meeting.

19.3 The books containing the minutes of General Meetings shall be made available for inspection by any member of the Association within 48 hours of such request being received by the Executive Officer.

20 AMENDMENT OF CONSTITUTION AND RULES

20.1 This constitution may be repealed or amended by resolution of two thirds of members present and voting at a General Meeting of which not less than 21 days written notice including notice of the proposed repeal, alteration or amendment has been distributed to all members.

20.2 Rules for proper administration of meetings or business may be made, repealed or amended by a General Meeting or by a Board meeting subject to subsequent disallowance at a General Meeting, providing that not less than 21 days written notice including notice of the proposed new rule, repeal or amendment has been distributed to all members.

21 FINANCES & PROPERTY

21.1 Persons who by written authority given by the Board accept or incur any pecuniary liability on behalf of the Association shall be held indemnified against any personal loss in respect of such liability.

21.2 The income, property and funds of the Association shall be used and applied solely towards the promotion of the objects and shall not be paid or transferred to the members or relatives of members provided that nothing herein contained shall prevent any payment in good faith to any person in return for services actually rendered or to any person in furtherance of the objects of the Association and without undue preference.

22 DISSOLUTION

22.1 The Association shall not be dissolved except by special resolution (as defined in the Act) approved by not less than three quarters of members present and voting at a meeting called for the purpose of determining the dissolution of the Association and for which not less than one calendar month written notice including notice of the proposed dissolution has been given to all members on the Register.

22.2 On dissolution all property, whether real or personal, remaining after payment of all debts and legal liabilities shall be transferred to such other body formed to promote similar objects or for charitable objects as shall be approved by the Association.

23 TRANSITION ARRANGEMENTS

23.1 At the date of adoption of this Constitution by the Association a transition period for members serving on the Board of Directors shall commence and shall apply until the date of the next Annual General Meeting following.

23.2 At the date of adoption of this Constitution the Board shall appoint at its discretion half the incoming Board for a period of twelve months as Transition Members to serve until the next Annual General Meeting, the remainder of the Board to be appointed for a term of two years.

23.3 Nothing in this clause shall be read as indicating a Transition Member is not eligible to be re-nominated or appointed to the Board for a full term from the date of the next Annual General Meeting as allowed for in this Constitution.

Date of Adoption: _____

Authorisation by: _____

SOUTHERN JUNCTION COMMUNITY SERVICES INC.

Constitutional By-Laws

Date of Adoption 10-12-2009

Authorised by  Role BOARD - CHAIR

TENANT ELIGIBILITY and SELECTION BY-LAW

1. Who is Eligible to Become a Tenant?

- 1.1 People who are socially or economically disadvantaged who meet the requirements of the government eligibility criteria as assessed according to the South Australian Government's Community Housing Eligibility Register (CHER).

The Government Eligibility Criteria are:

- Be a resident of South Australia
- Be in receipt of an income
- Not own a habitable property. (Special circumstances may apply – see Appendix 1 at end of this document.)
- Meet the income and assets tests and /or the needs test. (See Appendix 2.)

1.2 The Association Eligibility Criteria are:

The Association aims to provide adequate, appropriate, secure and affordable accommodation for people who are socially or economically disadvantaged on a not-for-profit basis.

Association Criteria:

- Accommodation is provided to people who are socially or economically disadvantaged and who meet the basic eligibility criteria.

2. How to Make an Application for Tenancy

- 2.1 A person wishing to become a Community Housing tenant (or the person's advocate) should contact Reception on (08) 8382 2265 and seek a Community Housing Association Application Form from the Tenant Services Officer. If under 25, enquirers will be encouraged to make an appointment with an Outreach Worker.
- 2.2 Prospective Community Housing Association (CHA) applicants will be:
- Provided with an Application for CHA Tenancy Form
 - Advised of CHA Tenant Eligibility and Selection Criteria as outlined in this by-law
 - Invited to submit documentary evidence of social and/or economic disadvantage, i.e. proof of income, doctor or allied health professional's report.

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- 2.3 The prospective tenant should complete the CHA Application Form and return it to:
Housing Allocations Committee
Junction Housing
PO Box 66
Christies Beach SA 5165
- 2.4 The Tenant Services Officer or his/her delegate will ensure that receipt of applications for tenancy is confirmed in writing.

3. Waiting List

- 3.1 If assessed as eligible, applications will be added to the CHA waiting list.
- 3.2 Where the applicant is assessed as ineligible for housing s/he will be informed in writing within 14 days, stating the reasons for ineligibility.
- 3.3 The Housing Waiting List will be prioritised according to category of need (see Appendix 3). Tenancy applications will be considered in relation to their suitability to the available properties.
- 3.4 In order to maintain currency of application, applicants are required to update their application details at least every 12 months.
- 3.5 CHA Applications on waiting list will lapse if the applicant has made no contact with SJCS within 18 months of application.

4 The Selection Process

- 4.1 As and when community housing becomes available, suitable applicants from the CHA prioritised waiting list will be contacted either by phone or in writing to determine if their expressed housing needs remain current and if they wish to proceed with their application.
- 4.2 A preliminary interview will confirm the applicant's current eligibility against both the government and Association's criteria, gather any additional information relevant to prioritisation and evaluate suitability for particular vacancies. At this interview the applicant may be advised of the available housing options.
- 4.3 Following reference checking of short-listed tenants, applications may be referred to the Housing Allocations Committee (HAC).
- 4.4 An interview report and summary of reference checks will be attached to the Tenancy Application for consideration and prioritisation by HAC which may be convened at regular intervals or as need arises. The HAC will make housing allocation decisions.

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5. Confidentiality

- 5.1 Information supplied in the course of making an application for tenancy will be kept strictly confidential.
- 5.2 Any information and records relating to tenants or applicants for housing will be treated in accordance with the organisation's privacy confidentiality policy.
- 5.3 CHA Applications will be destroyed 18 months after application date unless the applicant has contacted SJCS to update their application.

Dispute Resolution and Appeals By-Law

1 Informal Dispute Resolution

Southern Junction Community Services (SJCS) will develop a process for informal dispute resolution, which may be used prior to the lodgement of appeals. The Association will arrange for an external facilitator/mediator/conciliator if any party to a dispute requests this.

2 Eligibility to appeal to the Association's Appeal Committee

2.1 If tenants have complaints about any of the issues below, it can be the basis for an appeal to the Appeal Committee

- A decision relating to a dispute with another SJCS tenant;
- A decision relating to a dispute between the tenant and SJCS
- A decision of SJCS which the tenant believes is unreasonable, oppressive or unjust

This may include:

- The process used to make a decision
- Complaint about the way in which a decision was handled
- Whether a decision is consistent with SJCS's rules and by-laws

2.2 Only the person who is directly impacted by the original decision may initiate appeal proceedings (with support if necessary).

3 Lodging an Appeal

Appellants will be given a 30 day timeframe, from the date of receipt of notification of the decision, to lodge an application for appeal.

The appeal application should be:

- Made on the attached form (SJCS Form F-Se) Application for Appeal to SJCS's Community Housing Appeals Committee
- Submitted to:

Community Housing Appeals Committee
Junction Housing
PO Box 66
Christies Beach SA 5165.

- Lodged within 14 days of the incident, decision or action.

4 The Appeal Committee and Appeal Panel Structure

4.1 The Association will appoint an Appeal Committee at the Annual General Meeting each year. Any casual vacancies on the Appeal Committee will be filled by election at a General Meeting.

4.2 The SJCS Appeal Committee will consist of a minimum of five people, from which three will be chosen each time an appeal arises, to form an internal Appeal Panel. The selected Appeal Panel members must be available to conduct the appeal in its entirety to ensure the principles of natural justice are observed.

4.3. These members must be impartial in any dispute. If any SJCS Appeal Committee members have a conflict of interest in the particular dispute at hand, they will declare their interest and will not be part of that appeal hearing. Should there appear to be a conflict of interest which has not been addressed, Appeal Committee members will jointly decide on membership of the Panel for hearing that appeal.

4.4 The Appeal Committee will consist of the following group specific criteria: No more than 1 Office Bearer of the Board will be on the SJCS Appeal Committee, since:

- They will often be reviewing their own decisions
- Office Bearers are already contributing to the Association
- It is fair practice to spread power in the association between a range of people.

The SJCS Appeal Committee shall therefore consist of:

- 1 x SJCS Board Director
- 1 x SJCS Senior Manager (Non Board Director)
- 1 x External Agency/Community Representative
- 2 x Other impartial persons

4.5 An Appeal Committee Co-ordinator will be appointed from the Appeal Committee's members

4.6 The Appeal Committee Co-ordinator (or delegate) will liaise with Community Partnerships Learning and Development team to organise training for the Appeal Committee members to ensure that they understand the appeal procedures, principles of natural justice, conflict of interest and decision-making.

4.7 SJCS may negotiate with another Association, for potential exchange of Appeal Panel members, to ensure that the Appeal Panel remains impartial. SJCS may also choose to use an Independent Appeal Panel Convenor and/or an Independent Appeal Panel member for the purpose of appeal hearings. This might be agreed at the Annual General Meeting each year, or in the event of an appeal being lodged

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- 4.8 SJCS delegates its authority to hear appeals, and make decisions about these appeals, to the internal Appeal Panel which is formed by the Appeal Committee in the event of an appeal being lodged.

5 Preparing for an appeal

- 5.1 SJCS will keep a register of appeals to their Appeal Committee and of any matters which are appealed to the HAP

- 5.2 The Appeal Committee Co-ordinator will, within 5 days of receipt of the appeal application:

Enter details about the appeal in the confidential Appeal Register

Acknowledge to the appellant that the appeal has been received

- Notify the Appeal Committee and the respondent that an appeal has been lodged.

- 5.3 The Appeal Committee Co-ordinator and the other Appeal Committee members will meet within 14 days of receiving an appeal application to make a decision about which three members will form the internal Appeal Panel to hear the appeal. They will also decide who will take on the role of Appeal Panel Convenor. They will ensure that the members chosen will not have been involved in the dispute in the past, and will not have a conflict of interest in the matter. A conflict of interest arises when any of the internal Appeal Panel members:

- Might gain financially, personally or in any other way by an appeal or its outcome, or
- Might be perceived to benefit by an appeal or its outcome

- 5.4 If it is not possible to find three internal Appeal Panel members who do not have a conflict of interest in the matter, the Appeal Committee Co-ordinator will approach other people who do not have a conflict of interest, for example:

- A person from an alternative Association, or
- An independent Appeal Panel member with skills in appeal processes
- An Independent Appeal Panel Convenor (IAC) who would guide the appeal process, but not be part of the final voting. In the event of an IAC being used there will be no internal Appeal Panel Convenor, but an internal member of the Panel will be responsible for the administrative tasks involved.

- 5.5 The Appeal Panel Convenor (or nominated panel member if using an IAC) will request and collect all relevant documents from the applicant and respondent/s. Each party must freely give this relevant information.

- 5.6 The Appeal Panel Convenor (or a nominated panel member if using an IAC) will distribute the documentation relevant to the appeal to the appellant and the respondent. All parties must be given the same information.

- 5.7 The Internal Appeal Panel has the right to access any relevant and appropriate information necessary for the appeal hearing

5.8 The Appeal Panel Convenor (or a nominated panel member if using an IAC) will set a time and place for the hearing of the appeal, which must take place within 56 days of the lodgement of the appeal. The hearing must be held at a time that is convenient to all parties and adequate notice must be given (at least 14 days).

6 Hearing an Appeal

6.1 The appeal hearing will include:

- The three chosen internal Appeal Panel members (including the Appeal Panel Convenor, plus the Independent Appeal Panel Convenor if being used)
- The appellant
- The respondent
- Appellant's and respondent's support person(s) and advocate(s)

6.2 The internal Appeal Panel will take all reasonable steps to ensure that the appeal process is completed as quickly as possible.

6.3 The internal Appeal Panel will hear and consider all relevant written and verbal information from all parties relating to the appeal. The internal Appeal Panel may request any relevant and appropriate information, documents, witnesses or assistance that members need to come to a decision.

6.4 Each party is able to present any relevant information that may assist him/her and has the right to have a friend and/or advocate assist with the appeal hearing.

6.5 Any witnesses interviewed by the internal Appeal Panel will be present only for the time he/she is giving information to the Panel.

6.6 The appellant may withdraw his/her appeal at any time. In this case, the appeal stops and the original decision can then be carried out.

6.7 Confidentiality will be maintained throughout the appeal process including if the appellant withdraws an appeal. All evidence will be considered confidential unless agreed otherwise by all parties.

6.8 If SJCS does not respond to a request for an appeal in accordance with its by-laws, the appellant has the right to appeal directly to the HAP.

6.9 Where a mediation/conciliation process is initiated during the appeal process, the timeframe set out in the Association's Appeal by-laws will be frozen – i.e. the mediation/conciliation will take place, after which the appeal process will re-commence from where it left off prior to the mediation/conciliation.

6.10 All meetings of the Appeal Committee and Appeal Panel will be minuted and all information presented will be considered confidential other than to Appeal Committee members, unless support, advice or information is sought

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during the appeal process, for example, from CHCSA, OCH, Mediation / Conciliation services, TIAS.

- 6.11 The Appeal Panel will take all reasonable steps to hear the appeal within 56 days of the appeal being lodged. This includes the following:
- Receive and acknowledge appeal application
 - Gather all relevant information from the appellant and the respondent
 - Distribute all information to the appellant, respondent and Appeal Committee members.
 - Seek advice if necessary (CHCSA, TIAS, CP & G, Mediator/ Conciliator/ Facilitator).
 - Hold the appeal hearing with all relevant parties present
 - Make a clear decision
 - Inform the appellant and the respondent of the decision in writing promptly
 - Inform the appellant of his/her right to appeal to the CHAP.
- 6.12 A mediation / conciliation / facilitation service registered by OCH may be requested to assist in the resolution of the situation.

7.0 Making a decision

- 7.1 When the internal Appeal Panel is satisfied that it has heard and considered all the relevant information, it will make a decision about the appeal (in accordance with the principles of natural justice). The Appeal Panel will make a clear decision and prepare a report of its proceedings for presentation at the next scheduled Board meeting.
- 7.2 If the Appeal Panel is unable to make a decision at the initial appeal hearing, it will reconvene as soon as possible, and within 14 days of the original hearing, to make a decision. All Appeal Panel members at the initial hearing will be present for the subsequent hearing, to ensure that everyone hearing the information available will also be part of the decision making process.
- 7.3 Within 5 days of the hearing, the Appeal Panel Convenor (or nominated panel member if using an IAC) will provide a written report of the appeal to the Board, the appellant and the respondent. The Appeal Report will include:
- the time, date and location of the appeal hearing
 - the persons present at the meeting
 - original decision making group/individual
 - mediation attempts/alternative dispute resolution attempts prior to the appeal
 - the grounds for the appeal
 - reason/s for original decision, i.e. what facts, correspondence, rules, by-laws etc were considered
 - a summary of the information presented to the committee
 - findings regarding the review of the original decision making process (e.g. did all parties have an opportunity to respond to all issues/complaints, were all parties given reasonable timeframes to have input into the original decision making process)

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- any perceived and/or disclosed conflict of interest with the original decision
- a summary of any other information presented at the appeal hearing
- the steps the hearing of the appeal took, including how and when the internal Appeal Committee met and what information was heard
- a record of the decision, including actions if relevant
- all of the reasons for the decision (including regulations, rules, by-laws, policies).

7.4 If the Appeal Panel is unable to make a decision at the initial appeal hearing, it will reconvene as soon as possible, and within 14 days of the original hearing, to make a decision. All Appeal Panel members at the initial hearing will be present for the subsequent hearing, to ensure that everyone hearing the information available will also be part of the decision making process.

7.5 The Appellant must be advised in writing that they have the right to appeal to the HAP, should he/she be unhappy with the appeal outcome or process.

7.6 The appeal to the HAP can be withdrawn at any time.

8. Implementing a Decision

8.1 The Association's Board/Management Committee will implement the decision, or monitor whether the decision has been implemented.

8.2 If a matter is further appealed to the Housing Appeal Panel (HAP), no decision made by an internal Appeal Panel will be acted upon until the finalisation of the HAP appeal.

9 Appeal to the Housing Appeal Panel

9.1 The appellant is able to appeal to the HAP within 30 days of receiving the decision (i.e. the internal Appeal Panel's decision).

9.2 In the case of Applicants for Membership appealing to the CHAP, the Association must be prepared to inform the CHAP of its reasons for rejecting that applicant for membership.

RENT ARREARS BY LAW

1. Reporting of Rent Arrears to the Association

1.1.1 Southern Junction Community Services is responsible for ensuring its duties as a landlord are carried out i.e. that:

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- all tenants are treated equitably with respect to management of rent arrears,
- prompt and effective action to remedy rent arrears is taken.

1.1.2 a) Decisions about actions to be taken in relation to rent arrears can be made by the Portfolio Manager Tenant Services (PM-T/S) or delegate. Such decisions must be made on the basis of evidence.

1.1.3 b) All documentation concerning action on rent arrears will be signed by the PM-T/S or delegate.

1.1.4 The Portfolio Manager Tenant Services or delegate will advise the Housing Operations Committee and Senior Management Team (as required) of all action taken with respect to management of rent arrears

1.1.5 The PM-T/S will prepare a monthly report which is summarised and included in the SMS data report submitted to the CEO and Senior Management Team (as required). The report will be generated from the CHAMP data base and will include the following:

- Tenant ID and address of property of those tenants who owe overdue rent
- The amount of overdue rent for each tenant
- The number of weeks of overdue rent for each tenant
- The total amount of overdue rent for the property group – e.g. SAAP, Community Housing etc
- Information on which of the above tenants have been sent notices and what type of notices
- Details of any arrangement made with tenants to pay rent in instalments

1.2 Reporting of Rent Arrears to Housing SA, Community Partnerships and Growth

1.2.1 Southern Junction Community Services will produce rent records in a format acceptable to the Residential Tenancies Tribunal.

1.2.2 SJCS will provide a report to Housing SA, Community Partnerships and Growth each month, using the 'Monthly Capital Allowance and Arrears' report produced from the CHAMP tenancy management data base

2. Managing rent payments

2.2.1 SJCS will keep a proper record of rent received, and will provide each tenant with a receipt, unless the rent is paid directly into the Association's account.

If the Tenancy Agreement requires the rent to be paid on a set basis (e.g. fortnightly) and less than the full amount is paid for the set rental period the payment will not be applied to the rental period. The rent records will show a credit, and the next payment of rent will be added to this credit and applied to rent once this amounts to a full rent period's rent.

2.2.2 All tenants will pay rent in advance for the period to which it relates.

2.2.3 It is the responsibility of the tenant to provide proof of rent paid

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- 2.2.4 If rent is not paid in full by the rent due date, the PM-T/S or delegate will contact the tenant by phone to request immediate payment of rent, or to make an arrangement for the tenant to pay the rent in instalments. If the tenant is not contactable by phone the PM-T/S or delegate will write to the tenant advising them that they are in rent arrears and the amount owing.
- 2.2.5 No further action needs to be taken at this stage if the tenant pays the rent owing by the 14th clear day after the due date, or makes a satisfactory arrangement with SJCS to pay the arrears in instalments.
- 2.2.6 Any written arrangement to pay overdue rent in a lump sum or in instalments must be provided using Form F-Sb – Agreement to Repay Form
- 2.2.7 When a written arrangement is made to pay overdue rent, the period given to repay in full will be realistic and will relate to the amount owed and the tenant's ability to pay.
- 2.2.8 Arrangements to pay arrears may *request* that the tenant have their rent paid by direct debit or Centrepay to the Association's account. However this cannot be made compulsory – the tenant has the right to decide the method of payment.
- 2.2.9 Tenant Services will keep copies of all written correspondence in relation to rent payments to and from the tenant, together with details of any phone calls made or received logged on the CHAMP data base.
- 2.2.10 The Association will complete and serve the tenant with a Form 2 (Notice to Remedy the Breach/Notice of Termination)
- 2.2.11 The Form 2 will be sent or given to the tenant as soon as possible after 14 clear days after the rent due date.
- 2.2.12 The Form 2 will give the tenant at least 7 clear days to pay the overdue rent.
- 2.2.13 If the tenant fails to pay the total rent owed by the deadline stated in the Form 2, SJCS will require vacant possession of the premises on the day after that deadline
- 2.2.14 If vacant possession of the premises is not given to SJCS by the tenant as a result of the Form 2, the PM-T/S or Tenant Services Officer must apply to the Residential Tenancies Tribunal using a Form 7 to request either:
- Reinstatement of the tenancy and an order for payment plan,
OR
 - Vacant possession of the property.
- Consideration of the tenancy history must be given when deciding what order to seek using the Form 7.
- 2.2.15 It is possible for SJCS to seek a hearing with the Residential Tenancies Tribunal with respect to a tenant who is continually behind in rent or does not pay in full each time the rent is due. It would use a Form 7 to do this, and would seek an order for payment plan.

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SJCS must prove a history of late rent payments by showing proper rent records

The Association may ask the Tribunal to include a clause in the Order for Payment Plan which states that if the tenant breaks the Order for Payment Plan, that vacant possession of the property will occur on that basis; however it is the Tribunal's prerogative to decide what is included in the order.

2.2.16 The Association will advise the tenant in writing of their rights to dispute termination (outlined in the Form 2 document), and to lodge an appeal

This is to be done by including with the Form 2 information about Appeals. Tenants may:

- a) Dispute termination using a Form 7. At any time between receiving the Form 2 and giving up vacant possession of the property, a tenant may apply to the Residential Tenancies Tribunal for an order to reinstate the tenancy using a Form 7. This may involve the Tribunal creating an Order for Payment Plan.
- b) Only if the By-Law is breached in some way may the tenant lodge an appeal to the Association (i.e. it must be on procedural/natural justice grounds). If a tenant of SJCS is not satisfied with the Association's decision, they can appeal to the Housing Appeal Panel (see By-Law for full procedure).

3 Is there anything a Tenant can do if rent payment is going to be late?

3.1 The tenant should contact the Tenant Services Officer to negotiate late payment of rent.

An Agreement to Repay Form will be used where such an arrangement is made. (See Attachment 1 SJCS Form F-Sb)

3.2 The discretion to approve late rent payments and negotiate the terms of repayment rests with the Portfolio Manager Tenant Services but may be delegated to an appointed SJCS Officer.

3.3 Where a tenant has had a prior 'Agreement to Repay' arrangement within the previous 3 months the discretion to approve arrangements to repay will rest with the Portfolio Manager Tenant Services, or delegate.

The above process to the point of full payment will be completed within 21 days unless an extension is granted by the Portfolio Manager Tenant Service] or delegate.

Where a tenant fails to keep to the terms of the Agreement and the rent is overdue by 15 days s/he will receive a notice to terminate the tenancy. (Form 2- Residential Tenancies Act 1995)

4. Who is authorized to deal with rent arrears or terminating a tenancy?

4.1 The Portfolio Manager, Tenant Services or Property Services Officer are authorised to act in implementation of the processes related to terminating a tenancy or vacant possession of premises.

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- 4.2 Any one of the staff named in 4.1 will sign all documentation and applications relating to rent arrears and applications to the Residential Tenancies Tribunal.

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Appendix 1

Examples of special circumstances where an applicant can own a habitable property:

- The property is subject to dispute before the Family Court
- The applicant is in hiding from a violent partner
- A property settlement is proceeding but not finalised
- The applicant is disabled and needs supported accommodation
- The applicant owns a one bedroom flat and has unexpectedly become guardian to a number of children

Appendix 2

Test criteria:

- The income criteria are as per the OCH guidelines
- The assets criteria are the same as Centrelink asset criteria
- The needs test recognises that financial circumstances are not the only indicator of housing need.

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 long term housing options

Category 3

Applicants who pass the CHER income and assets eligibility test

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ATTACHMENT 1

Form F-Sb AGREEMENT TO REPAY FORM

I / we _____
(name of tenant/s)

of _____

(address)

Agree to pay the total rent arrear of \$_____ by paying \$_____ each week/fortnight in addition to my weekly/fortnightly rent payment of \$_____

The total payment due each week / fortnight will be \$_____

This arrangement will commence on _____
Date

This agreement will expire and normal rent payments will resume on _____
Date

I understand that the consequences of the arrangement not being followed are that a Form 2, Notice to Terminate a Tenancy will be issued immediately if the arrangement is broken.

Signed _____
Name(s) of tenant(s)

Signed _____
Tenant Services Officer/ Portfolio Manager Property Services

Date _____

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ATTACHMENT 2

SOUTHERN JUNCTION COMMUNITY SERVICES

Form F-Sc NOTICE OF RENT ARREARS

Name of tenant _____

Address _____

Date _____

Dear _____

(Name of tenant)

This letter and the attached notice are to inform you that your rent is in an arrears situation. Currently your rent is paid up to _____, putting you ___ days in arrears as of the end of your current rental period _____ with an outstanding amount owing of \$_____.

We would like to bring to your attention that it is a condition of your tenancy agreement that rent be paid in advance for a full 14 days at the **commencement** of your rental period.

Please make full payment of the arrears within 7 days of receiving this notice, or contact the Property Services Officer to discuss making an agreement to repay the arrears over time.

Property Services Officer: Phone: 08 8382 2265

If you choose to take no action a Form 2 Notice by Landlord to Tenant to Remedy Breach of Agreement/Notice of Termination will be sent to you and you will be required to vacate the property within ____ days.

Yours sincerely,

Tenant Services Officer
Junction Housing

Southern Junction Community Services Inc

ATTACHMENT 3

**SOUTHERN JUNCTION COMMUNITY SERVICES
Form F-Se APPLICATION FOR APPEAL**

To: Community Housing Appeal Committee

Southern Junction Community Services
PO Box 66
CHRISTIES BEACH SA 5165

I _____
(Full name/s)

of _____
(Tenancy Address)

Telephone _____ Mobile _____ Email _____

wish to lodge an appeal with the Southern Junction Community Services
Appeal Committee.

This appeal application is in relation to the following matter(s):

The reasons for my application are as follows:

Please describe any steps that have already been taken to resolve the
matter:

Signature: _____ Print Full Name _____

Dated the _____ day of _____ 20____