



Welcome Home Webinar 1 – Case Study 3

Sally's iPad

Responsive tenancy management

Sally loves living alone in her High Physical Support SDA apartment. With an advanced cerebral palsy, she can use the assistive technology features to have a level of independence she has never experienced before.

One night, when the on-site support provider visits Sally's apartment in response to her call, they accidentally drop her iPad. The support worker assures Sally the iPad is fine.

The next day, Sally finds the iPad is not working well and she cannot properly control her home environment, including activating the automatic doors and windows.

Sally rings the on-site support provider to tell them the iPad is broken but the worker denies doing any damage and tells Sally she will need to get it fixed. Sally is at a loss to know what to do. She needs her iPad to support her daily life but she is scared to call her tenancy manager because she doesn't want to start an argument about who broke the iPad.

Q. What did Sally need from the SDA provider in this situation?

(Choose one answer only)

A. An easy to understand factsheet about getting repair work done with information about her rights and responsibilities

- An SDA provider is responsible for maintaining the SDA dwelling in a good state of repair and establishing policies and procedures for maintenance and repair that comply with applicable residential tenancy law. The provider should clearly state the responsibilities and potential liability of the SDA provider, the tenant and any third party for property damage and define 'fair wear and tear', 'urgent' and 'non-urgent repairs'. This information should be outlined in the SDA agreement (with the tenant) and the service-level agreement with the support service.
- SDA tenancy management should always prioritise the safety, security and welfare of an SDA tenant. In Sally's circumstance, the SDA provider should respond to the broken iPad as an urgent repair and then lead any consultation with Sally and the support provider to establish liability for the damage.
- An SDA provider is free to amend tenancy terms and conditions to be more suitable for SDA tenancies, as long as they continue to comply with residential tenancy law. A common amendment is the broadening of the definition of 'fair wear and tear' that removes a tenant's liability for property damage that is the result of everyday use. An SDA provider would also be free to establish procedures for assessing or reviewing decisions related to liability for repair costs that account for the high-risk service environment.

B. A relationship with her tenancy manager that makes her feel safe and confident about reporting the accident

- An SDA tenant should be clear about their SDA provider's responsibilities to uphold their legal rights including their rights as a tenant and a consumer. This should be communicated clearly to a tenant by the SDA provider before a tenancy begins. Sally should always feel confident that the SDA provider will act fairly and in her best interests and not have any concerns about providing negative feedback or making a complaint about a tenancy matter.
- Sally should be clear about the different roles and responsibilities that the SDA provider and support provider play in dealing with tenancy matters and be aware that all communication about the broken iPad should occur with the SDA provider (in their tenancy management role).

C. CCTV cameras throughout her apartment

- An SDA provider can support a tenant to understand what opportunities are available to modify their dwelling to meet their personal preferences. The SDA provider may not be responsible for providing certain dwelling features but they can support a person with information about who to contact to discuss their options.