

## **Consultation Paper**

### Protections for Residents of Long Term Supported Group Accommodation in NSW

January 2018



### About the consultation process

This consultation process is being conducted by the Department of Family and Community Services (FACS) on behalf of the NSW Government and Minister for Disability Services.

The consultation is about the FACS proposal to provide resident rights to people with disability living in rented supported group accommodation.

FACS wants people with disability who are residents in supported accommodation, their families and carers, accommodation providers and other stakeholders to be part of the consultation process. You can have your say by:

- completing the online survey on the Having Your Say website <u>https://www.nsw.gov.au/improving-nsw/have-your-say/</u> – all the feedback questions in this consultation paper are included in the online survey
- Emailing <u>residentrightsconsult@facs.nsw.gov.au</u> if you want to give more detailed feedback
- Mailing your feedback to

Attn: Resident Rights Consultation Process Family and Community Services Level 13, 4-6 Bligh Street Sydney NSW 2000

If you need an interpreter, information about contacting TIS National is on page 24.

You will be able to give us your feedback until 2 March 2018.

When submitting a response to this Consultation Paper via email or mail, please indicate if you would like FACS to keep your submission **confidential and anonymous**. Otherwise, the NSW Government reserves the right to publish your submission in its entirety. All responses provided through the online survey are anonymous and only aggregated and statistical results will be published.

A final report will be published in June 2018.

### **Ministerial foreword**

This is a time of exciting change for people with disability, their families and guardians. The implementation of the National Disability Insurance Scheme (NDIS) is transforming the way people with disability are supported, giving them greater choice and control over the way they live their lives.

In NSW, the transfer of Government operated disability services to the nongovernment sector is supporting this process by enabling greater choice for NDIS participants. It also allows us to transfer every dollar of our disability budget directly into the NDIS, where all of it will be used to provide supports to the people who need them.

As we have worked towards the goal of transferring these services, it's become clear that we need to provide further protections for people with disability in NSW who are living in supported group accommodation.

The rights, protections and obligations for people living in rental accommodation in NSW are set out in the *Residential Tenancies Act (2010)* and the *Boarding Houses Act (2012)*. Neither of these Acts includes residency protections for supported group accommodation models such as group homes.

By comparison, people with disability living in long term supported group accommodation arrangements in NSW can't easily access ways to resolve disputes about their accommodation. We think it is important that people with disability living in long term supported group accommodation have similar rights and protections as private rental tenants and boarding house lodgers and for these rights to be guaranteed by statute.

The NSW Government wants to hear your views on how we can do this and what protections should be available to people living in supported group accommodation.

I encourage you to read this Consultation Paper and tell us what you think during the consultation period, which will run until 2 March 2018. Information about how you can participate is available on page 23.

Thank you for helping us to make NSW a better place for people with disability.

Ray Williams MP Minister for Disability Services

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### Why we want to hear from you

Right now in NSW there is a legislative gap in relation to rights and protections for people with disability renting in long term supported group accommodation, usually called 'group homes'.

The NSW Government wants to make sure people with disability living in group homes have similar rights and protections as private rental tenants and boarding house residents. We want these rights and protections to be set out in legislation and we want to hear your views about how we are proposing to do this.

For this consultation, only **long term supported group accommodation will be covered by the planned changes.** Supported group accommodation is long term if it is intended to be ongoing or to last for at least three (3) months.

In this paper, this definition includes:

- specialist disability accommodation funded by the NDIS
- other shared accommodation models that support the tenant such as "drop-in" support or supported accommodation for people who used to be homeless
- any legacy large residential centres the sole purpose of which is disability accommodation

But this definition **excludes** respite and other short term accommodation such as crisis accommodation arrangements.

### Background

This consultation paper sets out a series of policies for a set of rights for people with disability renting in supported group arrangements and complements other legislation and policies that ensure people with disability are treated equally, under the law, as other NSW citizens.

This is consistent with the <u>United Nations Convention on the Rights of People with</u> <u>Disabilities</u> (CRPD). Australia is a signatory to the CRPD.

This proposal aims to provide people with disability living in long term supported group accommodation with similar rights and protections as tenants under the *Residential Tenancies Act 2010* (RTA) and boarders under the *Boarding House Act 2012* (BHA).

Many people with disability in NSW who receive daily living support and live independently of their family do so in group homes. In group homes, each person typically has their own bedroom and shares living, dining, kitchen and laundry spaces. Bathrooms may be shared. The whole premises are the person's home, not just their bedroom.

#### **Residential Tenancies Act 2010**

In NSW, the RTA defines the rights of tenants where there is a residential agreement. This means if you pay your rent, you have the right to live in that home.

People living in group homes are specifically excluded unless they have all, as a group, signed a single tenancy agreement which means they have joint responsibility for the agreement and what each individual does. This is a limitation for group homes where each person can have differing lengths of residence and needs.

#### **Boarding House Act 2012**

The rights of people living in assisted boarding houses are set out in the occupancy principles in the BHA. These principles include rules about accommodation for people with additional needs, recognising that accommodation for these people needs to be good quality and consistent with the CRPD.

The BHA specifically excludes specialist disability accommodation funded by the Government and the NDIA from the definition of a boarding house.

#### NSW Civil and Administrative Tribunal (NCAT)

Under the RTA or the BHA eligible tenants or residents can appeal to the NSW Consumer and Administrative Tribunal (NCAT). The NCAT is a cost effective way to deal with everyday disputes involving residential property and consumer issues. The NCAT can make legally binding and enforceable decisions on tenancy disputes and breaches of the residential agreements for tenants, boarding house residents and accommodation providers.

#### Current residency rights and enforcing them for residents of group homes

Currently group home residents who do not sign a residential tenancy agreement are considered boarders and lodgers under the BHA. This means these residents have no tenancy rights other than what's in normal consumer law and they have to go to the courts to get legally enforceable decisions. This means the estimated 6,000<sup>1</sup> people with disability living in group homes in NSW do not have the same rights as tenants under the RTA or boarding house residents.

### The National Disability Insurance Scheme

Under the NDIS, participants may be eligible for specialist disability accommodation (SDA) which may be in individual living units or in group homes.

Where SDA is specified in a participant's plan, the accommodation provider is governed by the following NDIS documents:

- Service standards in the National Quality and Safeguards Framework,
- Rules regarding the provision of SDA, and
- Terms of Business and policies that are released from time to time to cover items such as written accommodation agreements, minimum notice periods and property design features.

Because property legislation (such as the RTA and the BHA) is a state government responsibility, the NDIS does not have standards or specifications related to tenancy.

Please note that if a person with disability is living in NDIS funded SDA as a sole tenant (ie they do not have housemates) they will be covered by the RTA if a residential tenancy agreement has been signed.

<sup>&</sup>lt;sup>1</sup> Based on FACS' estimation of the number of group homes and large residential centres operating in NSW

### **Consultation points**

FACS is seeking your feedback on the following policy positions that relate to the proposed rights.

The questions in this paper are the same questions that are included in the online survey (refer page 22).

Many of these positions are based on tenancy rights under the RTA.

- 1. Definition and scope
- 2. Written Accommodation Agreements
- 3. Bond and Holding fees
- 4. Rent
- 5. Utility charges
- 6. Right to quiet enjoyment
- 7. Companion animals
- 8. Notice of sale of premises
- 9. Accommodation provider or agent's right to enter premises
- 10. Maintenance
- 11. Resident's requirement for modifications to be made to the property
- 12. Locks and security devices
- 13. Change of accommodation provider or owner
- 14. Termination of agreements
- 15. Goods left on premises after vacating

The consultation paper also examines the following:

- Use of the NSW Civil and Administrative Tribunal (NCAT)
- Which legislation can be used to provide these rights

### 1. Definition and scope

The proposal we are consulting about will apply to people with disability living in all 'long term supported group accommodation' as outlined on page 1 (above), not just to NSW Government accommodation being managed by non-government providers.

As well as group homes, this consultation includes any legacy large residential centres used solely as disability accommodation.

Long term is considered to be accommodation with lease lengths longer than 3 months or ongoing.

Short term, temporary, crisis or respite shared living arrangements and Commonwealth funded aged care accommodation are excluded from this proposal.

This consultation paper is about:

- the rights of people with disability living in group homes
- the accommodation providers who manage the group homes.

This consultation paper is not about organisations that provide disability support services, including NDIS funded supported independent living (SIL) providers who have 24/7 access to the group homes.

In this consultation paper, the following key words have specific meanings:

- **resident** person with disability living in supported group accommodation who may be represented by their guardian, advocate or other representative
- accommodation provider person or organisation that provides accommodation to the resident. The accommodation provider may be the owner of the property or someone who lessees the property from the owner and then supplies it to the resident. For NDIS funded SDA, the accommodation provider may also be called the SDA provider
- **accommodation agreement** contract between the resident and the accommodation provider.



- 1a Should there be a set of resident rights for people with disability living in rented supported group accommodation?
- 1b Which of the 15 rights listed on page 5 should be included in legislation as part of the proposed rights?

### 2. Written Accommodation Agreement

We are proposing that the accommodation provider must give the resident a written and signed accommodation agreement before they move into the group home. The resident or their guardian should also sign the agreement.

The accommodation agreement has to set key information about the terms and conditions of the resident living in the group home including how much rent the resident has to pay and when.

For people whose accommodation is covered by either the RTA or the BHA, there are standard accommodation agreements. This is also an option for consideration here.

A non-standard agreement cannot remove any of the protections the resident has through legislation or NDIS rules.



2a

Should we include a standard agreement in legislation or leave it for each provider to write?

### 3. Bond and holding fees

We are proposing that the protections include a limit on how much pre-agreement payments the resident has to pay.

### What is a bond?

A bond is a payment of no more than 4 weeks' rent that a resident has to make after they have signed the accommodation agreement.

Its purpose is to help the accommodation provider pay for repairs after the resident leaves the group home, if they have caused damage, or if the resident leaves owing rent. If the resident has not caused any damage and does not owe rent, the bond is refunded.

### What is a holding fee?

A holding fee is an amount of money, no more than one week's rent, that the resident pays to the accommodation provider to 'hold' or 'secure' their place before the resident moves in.

The holding fee will be counted against the whole or part of the first week's rent, depending on the amount of the holding fee.

### How will you be protected?

3a

The accommodation provider must give the resident a written receipt for any holding fee.

The accommodation provider does not get the bond; it has to be deposited with the NSW Rental Bond Board. It can be paid in portions over an agreed time.

If the resident pays a holding fee, the accommodation provider cannot rent their place in the group home to anyone else unless they tell the accommodation provider that they don't want to live there any more.



Should accommodation providers be allowed to charge residents bond and holding fees?

3b Should legislation include that residents can pay their bond in instalments?

### 4. Rent

A **resident** has to pay the rent amount in the accommodation agreement on or before the date it is due.

If the resident owes rent but is still living in the group home, the accommodation provider can ask the resident to leave. This is called a 'termination notice'. If the rent owing is paid, the accommodation provider has to cancel the termination notice.

Note: more information about termination is included in section 14.

The **accommodation provider** cannot demand rent be paid more than two weeks' in advance or before it is due or that it is paid in a way which means the resident has to pay fees in addition to normal bank fees.

### NDIS Supported Disability Accommodation

If a resident's NDIS plan includes SDA, rent specified in the accommodation agreement cannot be more than the 'reasonable rent contribution' (RRC) specified by the NDIS unless the NDIS has approved a 'discretionary rent contribution' that can be additional to the RRC.

Where the resident thinks the rent or the discretionary rent contribution is too much, the resident can ask the accommodation provider to reduce the rent.

If the outcome is not satisfactory, either party can refer the matter to NCAT for review.

### **Rent increases**

If the rent is a percentage of the resident's income, such as 25% (one quarter) of the Disability Support Pension (DSP), the rent can be increased by the same percentage and at the same time as any increase in the DSP with at least 28 days written notice from the accommodation provider.



**4**a

Is 28 days enough notice for rent increases?

### 5. Utilities charges

Utilities charges are the usage costs of water, electricity, gas, internet and excess garbage. In most group homes now, utilities are paid by the residents, but this may be taken out of the 'board' that is collected. In this proposal, we are trying to make sure that a fair and equitable sharing of utility charges occurs.

The accommodation agreement can include that the resident has to contribute to the cost of water, electricity, gas, internet and excess garbage. The accommodation provider will be responsible for organising and paying for utilities connections.

The amount the resident has to pay can be worked out by dividing the total charge by the number of people who use the utility services.

The resident can pay for the utility charges either:

- as part of their 'board' (which includes food and other household items) OR
- by paying an invoice given to the resident by the accommodation provider once they have been invoiced by the utility provider



5a

Should legislation include how utility charges should be split among residents?

### 6. Right to quiet enjoyment

The resident of a group home has the right to live there in peace, comfort and privacy without substantial disturbance from the accommodation provider. This is legally defined as 'quiet enjoyment'.

In the RTA and the BHA, tenants and residents have this right.

As well, the resident of a group home must not excessively disturb the peace, comfort and privacy of other people living in the group home.

A resident will have an appropriate behaviour support plan that is adequately funded by the NDIA, if they need it, in order to not cause disturbance to other residents.



6a

- Should the right to quiet enjoyment be limited to a resident's room or include the whole house?
- 6b Should legislation include that a resident must also allow other residents to enjoy reasonable peace, comfort and privacy without being unnecessarily disturbed?

### 7. Companion animal

The Australian Government has the *Disability Discrimination Act 1992* that says how a person with disability cannot be discriminated against for having an assistance or therapy animal. This includes rental accommodation. Rights of appeal about assistance and therapy animals are made to the Australian Human Rights Commission.

In a group home, the accommodation provider needs to make sure the animal won't cause problems for the other residents before any agreement is signed.

The right to have a companion animal and the proposal here is that the resident can ask the accommodation provider if they can have a companion animal (pet) in the group home. The resident cannot have a pet without the accommodation provider's specific permission and the accommodation provider can not refuse to let the resident have a pet without a good reason. The accommodation provider will have to consider:

• if the pet is suitable for the group home

7a

• what the other residents feel about having a pet in the group home

To help them make their decision, the accommodation provider can ask a therapist or doctor about the benefits the animal will bring to the resident. The SIL provider may be consulted as well especially if they will need to help with caring for the animal.

The resident may have to:

- pay an extra fee of no more than one week's rent, to cover cleaning or other costs that might happen because of the animal
- prove they can look after the animal or that the SIL provider will.



- Should other residents have a say as to whether a resident can have a pet in the home?
- 7b Should there be a limit of one week's rent as a fee the accommodation provider can ask for allowing a pet in the home?

### 8. Notice of sale of premises

This protection is similar to what is in the RTA. If the owner plans to sell the group home, it could mean that:

• There may be 'open for inspection' times

**8**a

**8**b

• New ownership may change the use of the group home, or a new accommodation agreement may be needed to be signed.

Any inspection process must be conducted sensitively and with the awareness that some residents may be troubled by visits from large groups of people they don't know.

If the accommodation provider wants to sell the group home, they will have to give the resident at least 30 days notice before possible buyers come to look at the house.

The resident has the right to decide with the accommodation provider when people will be allowed to inspect the house. If the resident and the accommodation provider can't reach a decision about what's fair, NCAT may have to help make that decision.



- How much notice should an accommodation provider give before the first inspection by potential buyers?
- Should legislation limit the number of inspections by potential buyers?

# 9. Accommodation provider or agent's right to enter the group home

The accommodation provider needs to tell the resident in advance that they will be visiting the group home. The agent is usually the repairman or building inspector. They need to tell the resident in advance if they have to do:

- general repairs and maintenance
- property upgrades and structural work
- show a room to a possible resident after a current resident has told them they will be leaving
- inspect the home

However, under some circumstances they can enter the property without notice such as if

- there is an emergency
- emergency repairs are needed
- NCAT orders that they can

The resident has the right to ask for certain days and times when the accommodation provider will inspect the home or when maintenance of the home will happen.

When the resident gets the written notice from the accommodation provider about a visit, if the resident does not respond, the accommodation provider can assume the resident agrees with the time they told the resident.

Visits must be between 8 am and 5 pm, Mondays to Saturdays, except if the visit is for urgent repairs.

If residents and the accommodation provider can't reach an agreement, NCAT can be asked to decide what is fair.



- 9a Is 24 hours enough notice before repairs and upgrades are carried out?
- 9b Is 48 hours enough notice before periodic inspections or showing the home to a potential resident?
- 9c Does the resident need longer notice periods for repairs and inspections in their own room than in shared areas of the home?

### 10. Maintenance

In the RTA, if the landlord does not respond in a reasonable enough time to requests for urgent repairs, tenants can organise repairs themselves and ask the landlord to reimburse them for the costs.

A group home resident is less likely to be able to organise repairs themselves so the proposal is for the accommodation provider to be given a certain time to respond to urgent repairs. It is likely that the SIL provider will act for the resident.

The accommodation provider must maintain the group home in a reasonable state of repair. This obligation does not depend on the condition the house might have been in before the resident moved in.

### **Urgent Repairs**

Examples of urgent repairs include:

- a lot of leaking water
- blocked or broken toilet where there is no other working toilet in the home
- a gas leak
- dangerous electrical fault
- flooding, fire or storm damage
- failure or breakdown of any utility supply to the premises
- breakdown of any essential appliance provided by the accommodation provider

Once the accommodation provider knows, the accommodation provider must respond to the repair as soon as possible within 12 hours.

If the accommodation provider takes longer than 12 hours, the resident can organise repairs and the accommodation provider must pay back the resident for the cost of the repair.

#### Non urgent maintenance requests

The accommodation provider must make sure the resident knows how to request non urgent repairs. Once the accommodation provider receives such a request, the accommodation provider must tell the resident how they will fix the problem.

If the resident does non urgent maintenance themselves, the accommodation provider does not have to pay the resident back for the costs of the repair.

The resident may ask NCAT to get the accommodation provider to get the repairs done.



10a Is 12 hours enough time for the accommodation provider to address urgent repairs?

# 11. Resident's requirements for modifications to be made to property

The resident can ask for modifications to be made to the home and the accommodation must consider them. Some modifications, such as those requiring structural changes, may need the owner to be consulted as well.

The resident must not make any renovations, modifications or install any fixtures to the group home's structure without getting the accommodation provider's permission in writing first, or unless the accommodation agreement allows this. The accommodation provider and the resident will agree who will pay the cost of any such renovations, modifications or installations. Either the resident or the accommodation provider pays for all of it or the costs are shared.

A accommodation provider can't refuse to agree to a minor fixture or alteration or one that increases the accessibility of the home for the resident or which is specified and funded in the resident's NDIS plan as a reasonable and necessary support, without a good reason. Any maintenance of the alteration must be paid for by the resident unless the accommodation provider agrees in writing to pay for all or part of it.

Reasons for not agreeing to a modification could include:

- the home is unable to have the modification due to household needs
- Environmental Planning legislation
- structural or property lifecycle reasons or similar

In these circumstances, the accommodation provider may help the resident find alternative suitable accommodation where their requirements can be met.

The accommodation provider may require the resident to remove the fixture, at the resident's cost, when the resident leaves the home. This must be specified in writing when the accommodation provider agrees to the modification.

NCAT could order the accommodation provider to do what the resident has requested and could decide who will pay for it or if it must be removed by the resident when they leave.



11a Is it reasonable that in some cases the cost of modifications could be shared by the accommodation provider and resident?

### 12. Locks and security devices

The accommodation provider must provide and maintain locks and security devices necessary to ensure that external access to the premises are reasonably secure.

Generally, internal locks on doors are only required if certain restrictive practices are included in approved individual behaviour support plans. These plans must comply with NSW Restrictive Practices policies and the NDIS National Quality and Safeguards Commission requirements.

If an internal lock will be fitted and maintained by the accommodation provider, this will be included in the accommodation agreement.

The accommodation provider and resident may not alter, remove or add a lock or other security devices without the specific agreement from each other except in emergency situations where there is risk of harm.



12a Is it reasonable that internal locks on doors will only be provided in exceptional cases?

# 13. Change of accommodation provider or owner

### Change of owner

If there is a change of owner, the accommodation provider must tell the resident the name of the new owner.

A change of owner could mean that changes may be made to the accommodation agreement. In the case of continuous agreements, they may be terminated with appropriate notice periods and a new agreement signed.

### Change of accommodation provider

If there is a change of accommodation provider, the owner or the outgoing accommodation provider must tell the resident the name of the new accommodation provider and when the change will happen. This must include:

- Making sure the resident knows who they need to pay the rent to from the changeover date, and
- A notice period of at least 21 days.

If the accommodation agreement has an expiry date, the current agreement will transfer to the new accommodation provider. Continuous agreements may be terminated and a new agreement signed. This new agreement may be different but both the resident and the accommodation provider must agree.



13a Is 21 days enough notice to enable payment processes to change to a new accommodation provider?

### 14. Termination

The RTA and BHA have complicated rules around ending accommodation agreements. This proposal is to simplify the reasons when accommodation agreements of residents in group homes can be ended and to make sure vulnerable residents are protected.

An accommodation agreement may be ended if any of the following occurs:

- if the bank holding a mortgage over the premises forecloses and requires vacant possession
- the resident leaves the premises and does not pay rent for some time
- the resident gives up their place in the group home with the agreement of the accommodation provider
- the accommodation provider gives notice of termination to the resident in accordance with legislation
- NCAT makes an order terminating the accommodation agreement

All termination notices provided by either the accommodation provider or the resident must be in writing and include when and why the agreement is ending.

#### The resident ends the accommodation agreement

The resident may end the accommodation agreement at any time after the end of the term or during a continuous lease period by giving at least 60 days notice in writing.

However, the resident can give 14 days notice, without having to compensate the accommodation provider, for the following reasons:

- The resident will be moving into social housing accommodation
- The resident will be moving into other SDA accommodation
- The resident will be moving into an aged care facility or requires care in a hospital or hospice
- The accommodation provider has told the resident the owner intend to sell the premises
- The resident no longer has that SDA home approved in their NDIS plan

The resident can ask NCAT to terminate the accommodation agreement if the resident would suffer undue hardship if the agreement was not ended.

#### The accommodation provider ends the accommodation agreement

The accommodation provider may end the accommodation agreement for any reason at the end of the term or during a continuous lease period by giving at least 90 days notice in writing. A shorter, 30 day notice period may be given if the resident:

- Is using the property for an illegal purpose
- Cannot be supported at the home without causing serious risk to staff or other occupants
- Has not paid the rent for more than 2 rent periods and an overdue notice of payment has been issued and has not been responded to for 14 days
- Has breached other requirements of the accommodation agreement

If the accommodation provider wants to terminate the agreement while the resident is in hospital or detention, they must apply to NCAT for permission to do this.

The resident can appeal all termination notices made by the accommodation provider to NCAT.

#### Non payment of rent terminations

NCAT can make a termination order if it is satisfied that the termination notice was legal and the resident has not left the group home as required by the notice. NCAT will take into account the needs of the resident which may include ordering that extra support is provided by relevant agencies to help the resident find new accommodation.

If the termination notice is for non payment of rent, NCAT may cancel the notice if the resident pays all rent owing or enters into an agreed repayment plan with the accommodation provider.

### Specialist disability accommodation funded by NDIS

From time to time the NDIS may issue Rules, Policies and Terms of Business that must be followed by participants or providers as a condition of funding. Where the conditions of funding differ from this legislation, then the condition that gives the resident most rights will apply.

NCAT must take into account the requirement set out by the NDIS in determining termination orders.

**Note** that residents in group accommodation owned by the NSW Government have an initial two year "no cause" non-termination agreement. Other providers may have alternative agreements in place.



14a

- Is the non payment of two rent periods the right time consideration for the accommodation provider to issue a non payment of rent termination notice?
- 14b Is the no fault notice period of 60 days for residents and 90 days for accommodation providers long enough for accommodation providers to fill vacancies and for residents to find alternative accommodation?
- 14c Is it reasonable that the accommodation provider has to ask the NSW Civil and Administrative Tribunal's permission if they want to terminate an agreement when the resident is in hospital or detention?

### 15. Goods left on premises after vacating

Where a resident has left the group home, all their belongings must be removed from the group home by the date required. If the resident leaves belongings in the home, the accommodation provider will only be required to hold onto those belongings for 30 days. After 30 days, if the belongings are not removed, the accommodation provider may ask NCAT permission to dispose of the items without having to pay the resident for their value.

Note that if rent is still being paid by the resident, even if the resident has left the group home, the premises are not considered to be vacated.



15a

Is 30 days enough time before the accommodation provider can seek permission from the NSW Civil and Administrative Tribunal to dispose of items left behind?

### 16. Other questions for consideration



- 16a Is the NSW Civil and Administrative Tribunal the right body to hear accommodation disputes between residents and accommodation providers?
- 16b Are there any other protections that should be included in a set of rights for residents?
- 16c Which legislation should include this set of rights for people with disability living in rented supported shared accommodation? Residential Tenancies Act 2010, Boarding Houses Act 2012, Disability Inclusion Act 2014 or new legislation?

### Have your say

You can have your say by:

- Completing the online survey on the Having Your Say website <u>https://www.nsw.gov.au/improving-nsw/have-your-say/</u> – all the feedback questions in this consultation paper are included in the online survey
- Emailing <u>residentrightsconsult@facs.nsw.gov.au</u> if you want to give more detailed feedback
- Mailing your feedback to

Attn: Resident Rights Consultation Process Family and Community Services Level 13, 4-6 Bligh Street Sydney NSW 2000

Please telephone **1800 379 284** if you need any further information including assistance with accessing the consultation process.

You will be able to give us your feedback until 2 March 2018.

When submitting a response to this Consultation Paper via email or mail, please indicate if you would like FACS to keep your submission **confidential and anonymous**. Otherwise, the NSW Government reserves the right to publish your submission in its entirety. All responses provided through the online survey are anonymous and only aggregated and statistical results will be published.

A final report will be published in June 2018.

### **Contacting Translating & Interpreting Service**

If you need an interpreter, please call the Translating and Interpreting Service (TIS National) on **131 450** and ask them to telephone ADHC 1800 379 284.

#### Arabic

إذا كنتم بحاجة إلى مترجم، الرجاء الاتصال بخدمة الترجمة الخطية والشفهية (TIS National) على الرقم 131 ( الما يحمد الحمد الترجم المالي مناهم الاتصال بوكالتكم ADHC على الرقم 284 379 1800 أوقات عملنا هي .

#### Cantonese

若你需要口譯員,請致電131 450聯絡翻譯和口譯服務署 (TIS National),

要求他們致電 1800 379 284 聯絡 ADHC.

#### Mandarin

如果你需要口译员,请致电131 450联系翻译和口译服务署(TIS National),

要求他们致电1800 379 284 联系 ADHC.

#### Greek

Αν χρειάζεστε διερμηνέα, παρακαλείστε να τηλεφωνήσετε στην Υπηρεσία Μετάφρασης και Διερμηνείας (Εθνική Υπηρεσία TIS) στο **131 450** και ζητήστε να τηλεφωνήσουν ADHC στο 1800 379 284.

#### Italian

Se avete bisogno di un interprete, si prega di chiamare il Servizio Traduzioni e Interpreti (TIS Nazionale) al numero **131 450** e chiedere loro di telefonare ADHC al numero 1800 379 284.

#### Korean

통역사가 필요하시면 번역통역서비스 (TIS National)에 **131 450**으로 연락하여 이들에게1800 379 284 번으로 ADHC 에 전화하도록 요청하십시오. 저희의 근무시간은.

#### Persian

اگر به مترجم شفاهی نیاز دارید لطفاً به "خدمات ترجمه کتبی و شفاهی" (TIS National) – شماره 131 450 - شماره 131 450 – تلفن کنید و از آنها بخواهید به ADHC – شماره 379 284 –

#### Russian

Если вам нужен переводчик, то позвоните в Службу письменного и устного перевода (TIS National) по номеру **131 450** и скажите переводчику, что вам нужно позвонить в ADHC по номеру 1800 379 284.

#### Serbian

Ако вам је потребан тумач, молимо вас да позовете Службу преводилаца и тумача (Translating and Interpreting Service - TIS National) на **131 450** и замолите их да позову ADHC на 1800 379 284.

#### Spanish

Si necesita intérprete, llame al Servicio de Traducción e Interpretación - Translating and Interpreting Service (TIS National) al **131 450** y pídales que llamen a ADHC al 1800 379 284.

#### Turkish

Tercümana ihtiyacınız varsa, **131 450** numaralı telefondan Yazılı ve Sözlü Tercüme Servisini (TIS National) arayınız ve sizi 1800 379 284 numaralı telefondan ADHC ile görüştürmelerini isteyiniz.

#### Vietnamese

Nếu cần thông ngôn viên, xin quý vị gọi cho Dịch Vụ Thông Phiên Dịch (TIS Toàn Quốc) qua số **131 450** và nhờ họ gọi cho ADHC qua số 1800 379 284.