

Memorandum of Understanding: Appendix 6

Responsibility for Non-Standard Maintenance Items

Pursuant to section 68(2) (b) of the Residential Tenancies Act (1995), if the landlord is a registered community housing provider, the landlord is not required to comply with section 68(1) of the Act in relation to the following items. Section 11 of the South Australia Residential Tenancies Regulations 2010 list the items the community housing provider is not responsible for repairing. The following table provides a summary of the agreed responsibilities of each party.

Please note: all alterations and additions must be approved by YPH.

Item	УРН – SDA Property	УРН – non-SDA Property	Support Provider	Tenant
Air conditioners	 Within SDA properties YPH will ensure that there is one air-conditioned zone (typically the common area). Air conditioners will be maintained by YPH. YPH will replace on failure or if the system is faulty. Where possible, YPH will replace individual air conditioners and install ducted air-conditioners in SDA group homes. 	Within non-SDA properties YPH will ensure that there is one air-conditioned zone (typically the common area). Air conditioners will be maintained by YPH. YPH will replace existing air-conditioners on failure or if the system is faulty.	N/A	Unless there is a specific arrangement in place with the tenant, the tenant is responsible for maintaining the air conditioner, such as cleaning filters bi-annually, cleaning external surfaces, and keeping all parts of the unit free from debris and clutter.
Antennas	YPH is not responsible for antennas.	 YPH is not responsible for antennas. YPH will leave any existing TV antennas/connection points/cable boxes/satellite and microwave dishes at the dwelling where installed. The responsibility for maintaining these items rests with the incoming tenant. 	N/A	It is the tenant's responsibility to supply and/or maintain antennas/connection points/cable boxes/satellite and microwave dishes to the property.

ltem	YPH – SDA Property	УРН – non-SDA Property	Support Provider	Tenant
Ceiling fans	YPH is not responsible for the installation, maintenance, and repair of ceiling fans.	 YPH is not responsible for the installation, maintenance, and repair of ceiling fans. Where a ceiling fan is left at vacancy YPH is not responsible for repairs and maintenance. At the request of an incoming tenant, YPH will replace the fan with a batten holder. 	Subject to receiving approval from YPH, a Support Provider may install a ceiling fan(s) and will be responsible for all costs associated with supply, installation, maintenance, and ongoing repairs. Upon vacating the premises, the Support Provider is responsible for removing the ceiling fan(s) and to 'make good' any damage if requested by YPH.	A tenant may seek permission to install a ceiling fan(s) and where approved by YPH will be responsible for all costs associated with supply, installation, maintenance, and repairs. Any existing ceiling fans will be maintained by the incoming tenant.
Dishwashers	At the request of a Support Provider or tenant, YPH may supply a dish washer in an SDA property based on a needs analysis. In these circumstances YPH will be responsible for the supply, installation, maintenance, and repair of dish washers. YPH will replace the appliance on failure.	YPH is not responsible for the supply, installation, maintenance, and repair of dish washers.	N/A	Subject to receiving approval from YPH, a tenant (residing in a non-SDA property) may install a dishwasher. In these circumstances the tenant is responsible for all costs associated with supply, installation, maintenance, and ongoing repairs.

ltem	YPH – SDA Property	YPH – non-SDA Property	Support Provider	Tenant
External blinds	YPH is not responsible for the supply or maintenance of external blinds.Any external blinds installed by YPH will be maintained by YPH.	YPH is not responsible for the supply or maintenance of external blinds. Any external blinds installed by YPH will be maintained by YPH.	N/A	If a tenant chooses to install an external blind on any window, they will be responsible for all costs, including the cost of removal and 'making good' the property should they vacate. Any existing external blinds will be maintained by the incoming tenant.
Floor coverings	YPH will replace floor coverings in SDA properties in accordance with condition, safety risk and expected lifespan.	YPH will replace floor coverings in non-SDA properties in accordance with condition, safety risk and expected lifespan.	The Support Provider is responsible for repairing/replacing floor coverings in offices and passive sleep over rooms if there is evidence of non-fair wear and tear. For example, tears/dents to vinyl from repeated movement/dragging of furniture. In these circumstances the Support Provider is expected to add a 'protective layer'.	The tenant will only be responsible for repairing/replacing floor coverings if there is evidence of non-fair wear and tear or malicious/accidental damage.
Garden sheds	Garden sheds installed by YPH will be maintained by YPH. Garden sheds not installed by YPH will not be maintained.	Garden sheds installed by YPH will be maintained by YPH. Garden sheds not installed by YPH will not be maintained.	N/A	Garden sheds installed by a previous tenant are to be maintained by the incoming tenant.

ltem	YPH – SDA Property	УРН – non-SDA Property	Support Provider	Tenant
Internal blinds and curtains	YPH is not responsible for the provision and maintenance of internal blinds and curtains. YPH will ensure that windows where there is a privacy issue have curtain rods.	YPH is not responsible for the provision, maintenance or repairs to internal blinds and curtains. YPH will ensure that windows where there is a privacy issue have curtain rods.	Subject to the approval of YPH the Support Provider may install blinds and/or curtains. They must use the curtain rods provided and are responsible for removing installed blinds and/or curtains when vacating.	Tenants are responsible for the provision and maintenance of blinds and curtains. Tenants must use the existing curtain rods. Tenants are responsible for removing all blinds and curtains when they vacate.
Light fittings	YPH is not responsible for the provision of light fittings.	YPH is not responsible for the provision of light fittings.	Subject to the approval of YPH a Support Provider may install light fittings (in the office or sleep over room) and are responsible for removing them when vacating and for 'making good' any damage.	Tenants are responsible for the provision of light fittings.
Rainwater tank, when the only source of water for the property	YPH is not responsible for the provision of rainwater tanks.	YPH is not responsible for the provision of rainwater tanks.	N/A	Tenants can install a rainwater tank at their own expense with the approval of YPH.
Refrigeration units	YPH is not responsible for the provision of refrigeration units.	YPH is not responsible for the provision of refrigeration units.	N/A	Refrigeration units supplied by the tenant will be purchased and maintained by the tenant.

ltem	YPH – SDA Property	YPH – non-SDA Property	Support Provider	Tenant
Room heaters	YPH is not responsible for the provision of room heaters.	YPH is not responsible for the provision of room heaters.	N/A	When a tenant installs a room heater, they are responsible for all costs associated with ongoing maintenance and repairs.
Waste disposal units	YPH is not responsible for the provision and repair of waste disposal units.	YPH is not responsible for the provision of waste disposal units.	N/A	If with the approval of YPH a tenant chooses to install waste disposal unit, they are responsible for all costs.