



# Memorandum of Understanding

YourPlace Housing Ltd  
AND  
[ORGANISATION]

This Memorandum of Understanding has been developed to identify our working relationship and assist in the delivery of coordinated tenancy/property management services and disability support services.

COMMENCEMENT DATE:

DD of MM 2023

## 1 The Parties

YourPlace Housing Ltd (ACN/635 177 007) of 9 Byron Place, Adelaide SA 5000.

[ORGANISATION,  
ACN,  
ADDRESS]

## 2 Parties' Representatives

The Parties agree the Representatives named below hold the appropriate authority to execute this Memorandum of Understanding (MOU).

YourPlace Housing (YPH): Geoff Slack, Chief Executive Officer  
Telephone: 08 8351 8466  
Email: [geoff.slack@yourplacehousing.com.au](mailto:geoff.slack@yourplacehousing.com.au)

[ORGANISATION: CONTACT NAME, POSITION, ORGANISATION]  
Telephone: [PHONE #] | Mobile: [MOBILE #]  
Email: [EMAIL ADDRESS]

## 3 Definitions

**Participant:** A person with disability who meets the National Disability Insurance Scheme access requirements as defined in the NDIS Act 2013, Sections 28, 29 and 30.

**Tenancy Agreement:** Outlines the terms and conditions agreed between the participant and the landlord (YourPlace Housing) as defined by the Residential Tenancy Act 1995 (SA).

**Fixed Term Community Housing Residential Tenancy Agreement for Specialist Disability Accommodation (SDA):** Outlines the terms and conditions agreed between the participant and the accommodation provider (YourPlace Housing) as defined by the NDIS Terms of Business for Registered Providers, January 2020.

**Service Agreement:** A contract between the participant and the service provider they have chosen to deliver their support.

**Personal Information:** Has the same meaning as in the Privacy Act 1988.

**Confidential Information:** Means all technical, operational, financial, or business information in relation to a party, whether tangible or intangible, which is not in the public

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domain that is provided by a party for the purposes of fulfilling its obligations under this MOU.

## 4 Objective

**The Parties to this MOU wish to outline the roles, responsibilities, and obligations of each party in the delivery of:**

- Tenancy and property management services delivered by YPH.
- Disability support services delivered by [ORGANISATION] to participants/tenants in YPH properties.

**This MOU aims to:**

- provide clarity on the separation of the provision of housing from the provision of disability services; and
- enable the building of sustainable tenancies and empowering people with disability to live independently in the community.

## 5 Scope

This MOU incorporates [ORGANISATION] as the service provider of disability support services and YPH as the housing provider for participants residing in YPH properties.

## 6 Duration of Term of Memorandum of Understanding

This MOU will be effective from [DATE] and shall continue for the period of an end date of [ending date/number of years].

This MOU commences on the commencement date and, subject to early termination, shall continue unless superseded by the development and commencement of a replacement MOU.

The MOU will be reviewed every 12 months from the commencement date or as required as per the Governance Meetings as per Appendix 1.

## 7 Roles and Responsibilities of Parties

**YPH is recognised as:**

- A South Australian Community Housing Provider (CHP) registered under the National Regulatory System for Community Housing (NRSCH)
- A National Disability Insurance Scheme (NDIS) Quality and Safeguarding Commission registered Specialist Disability Accommodation (SDA) provider
- Authorised to provide community and SDA housing to eligible NDIS participants

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**In this role YPH is responsible for providing tenancy and property management services such as (but not limited to):**

- Execution of an agreed tenancy agreement with eligible community housing tenants
- Execution of fixed term community housing residential tenancy agreement for SDA between the participant and YPH
- Maintenance of the tenanted property in accordance with relevant legislation
- Ensuring and managing payment of rent and other relevant charges as stipulated in the participant's tenancy agreement
- Approval and management of all housing modifications (including those funded under a participant's NDIS plan)
- Ensure compliance with all NDIS service provider obligations
- Ensure compliance with all applicable NDIS Quality and Safeguarding Commission service provider obligations
- Ensure compliance with the Residential Tenancies Act and Housing Improvement Act

**[ORGANISATION] is recognised as:**

- NDIS Quality and Safeguarding Commission registered disability services provider
- Authorised to deliver disability support services to eligible NDIS participants in line with their Service Agreement

**In this role [ORGANISATION] is responsible for providing disability support services in YPH community or SDA housing such as (but not limited to):**

- The delivery of disability services in accordance with the participant's Service Agreement and NDIS plan
- Liaising with YPH as landlord, on behalf of the participant regarding matters relating to their tenancy agreement and maintenance issues
- Obtaining prior approval from YPH as landlord for any [ORGANISATION] employees required workplace health and safety requirements that necessitate structural modifications to the property
- Ensuring compliance with all NDIS service provider obligations
- Ensure compliance with all applicable NDIS Quality and Safeguarding Commission service provider obligations

## 8 Obligations of the Parties

To ensure each Party is able to deliver on its responsibilities, this MOU outlines each party's obligations as community housing and SDA provider and disability services providers.

### **YPH obligations:**

- In the case of SDA housing ensure the Tenancy Agreement complies with the SDA Terms of Business for Registered Providers
- To provide the participant with a written copy of their executed Tenancy Agreement
- To ensure the Tenancy Agreement allows one bedroom or 'tenantable unit' to be allocated each tenant for their exclusive use
- Asset management of YPH properties in accordance with the process stipulated in Appendix 2
- To ensure no rent is payable on a room utilised by the [organisation's] staff
- Where a property is occupied by more than one tenancy to ensure each participant has entered into a separate Tenancy Agreement
- Develop an evacuation plan with the [ORGANISATION] for each property
- Report all incidents in accordance with the NDIS Incident Management and Reportable Incidents Rules 2018
- Manage participant complaints in accordance with Appendix 3
- Report all Critical Incidents as defined by South Australian Housing Authority in accordance with the defined process Appendix 5
- Adhere to the vacancy management process as outlined in Appendix 4
- Schedule and chair an annual Governance meeting between YPH and the [ORGANISATION] in accordance with Appendix 1
- Proactively manage and document any perceived or actual conflicts of interest in accordance with Appendix 8

### **[ORGANISATION] obligations:**

- To ensure only participants with agreed YPH Tenancy Agreements are accommodated at YPH properties
- To ensure the [organisation's] staff do not exclusively occupy any area of the property intended for the tenant's use unless otherwise agreed by YPH and the tenants
- Report any asset management requirements or issues relating to YPH properties in accordance with the process stipulated in Appendix 2

- Report all incidents in accordance with the NDIS Incident Management and Reportable Incidents Rules 2018
- Where consent by the tenant has been given, provide details of any approved regulated restrictive practices to YPH
- Where consent by the tenant has been given advise YPH within 24 hours or as soon as reasonably practicable of all tenants' critical incidents in accordance with Appendix 5
- Advise YPH of all impending tenant vacancies within 28 days of the date the tenant is vacating
- Manage participant complaints in accordance with Appendix 3
- Adhere to the vacancy management process as outlined in Appendix 4
- Attend and participate in an annual Governance meeting between YPH and [ORGANISATION] as per Appendix 1
- Proactively manage and document any perceived or actual conflicts of interest in accordance with Appendix 8

## 9 Dispute Resolution

The Parties will endeavour to resolve disputes concerning interpretation or application of this MOU by negotiation. The Parties' Representatives for the MOU are responsible for managing the dispute resolution process.

The Parties shall raise all disputes in writing providing sufficient detail so as to allow proper consideration. The Parties shall meet within 14 business days to discuss and agree a plan to resolve the matter in dispute.

In the event the dispute is unable to be resolved by the means referred to above, then the same may, with the agreement of the Parties, be referred for determination at Adelaide in the State of South Australia by a mediator agreed by both Parties. Each Party shall bear their own costs associated with or incidental to the process described under this clause.

Notwithstanding the existence of a dispute, pending determination of a dispute referred for mediation the Parties agree to continue to meet their respective responsibilities and obligations under this MOU.

## 10 Confidentiality

The Parties agree to keep each other's Confidential Information confidential and may only use the Confidential Information for the purposes of performing their obligations under this MOU and in accordance with any conditions of use notified by the other Party in writing.

A Party may disclose Confidential Information:

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- On a confidential basis to its employees, contractors, representatives and professional advisers who have a need to know the Confidential Information for the purpose of the MOU;
  - Where such disclosure is required by law; or
  - With the prior written approval of the other Party

## 11 Privacy

Each party will comply with their organisational obligations in relation to personal information obtained in connection with the performance of this MOU as prescribed by relevant privacy legislation.

Sharing of participant information will occur using information sharing guidelines, mandatory notification processes and other privacy policies of both Parties.

The Parties agree to promptly notify each other of any actual or threatened disclosure or unauthorised access to Personal Information.

## 12 External Communication

The parties agree that any media release, press statement or public announcement in connection with this agreement shall not be made by a Party without the prior consent of the other Party.

Neither Party has the authority to use the logo or identifying graphic device of the other Party without the prior express consent of the other Party.

## 13 Disclaimer

This document is a Memorandum of Understanding and is not intended to create binding legal obligations on either party.

## 14 Termination

Either party may terminate this MOU for any reason by giving the other party at least three (3) months written notice or otherwise as agreed between the Parties. A waiver of any provision must be in writing and mutually agreed by the Parties.

## 15 Indemnity and Liability

Each party indemnifies the other party, its officers, employees and contractors against any claim, loss or damage arising in connection with this MOU.

The obligation to indemnify the other party will reduce proportionally to the extent any act or omission involving fault on the part of the party at fault contributed to the claim, loss, or damage.

## 16 Variation

This MOU may be varied in writing only, signed by both Parties.

## 17 Parties' Representatives

Any power or discretion exercisable by a Party under this MOU may be exercised by the relevant Party's representative.

### PARTIES' REPRESENTATIVE

Signature:

Name:

Date:

Position:

Organisation:

Signature:

Name:

Date:

Position:

Organisation: