

DISRUPTIVE BEHAVIOUR POLICY

1. Purpose

This policy guides the management of dangerous and/or disruptive behaviour in housing assets managed by Bethanie Housing. It supports compliance with clauses 18, 19 and 20 of the Residential Tenancy Agreement.

2. Scope

This policy applies to:

- All Bethanie personnel and contractors engaged by, or otherwise working for, Bethanie Housing; and
- All tenants of Bethanie Housing.

3. Defined terms

Dangerous behaviour	Activities that intentionally or recklessly cause demonstrable risk to the safety or security of residents or property, or have resulted in injury to a person in the immediate vicinity and subsequent Police charges or conviction.
Disruptive behaviour or harassment	Activities that cause a nuisance, or unreasonably interfere with the peace, privacy or comfort of persons in the immediate vicinity.
Housing	The Housing Authority, operating as part of the Department for Communities.
RTAg	Residential Tenancy Agreement (Form 1AB, Schedule 4, <i>Residential Tenancy Regulations 1989</i>).
Serious disruptive behaviour	Activities that intentionally or recklessly cause disturbance to persons in the immediate vicinity, or which could reasonably be expected to cause concern for the safety or security of a person.

4. Principles

Principle 1	Bethanie Housing has a duty of care towards its tenants and staff.
Principle 2	Bethanie Housing has a legal and contractual obligation to ensure quiet enjoyment by tenants of the provided accommodation (Clauses 18 and 19 RTAg), while the tenant has the contractual obligation not to cause or permit to be caused a nuisance or an interference with the reasonable peace, comfort and privacy of neighbouring dwellers (Clause 20 RTAg).
Principle 3	Bethanie Housing will carefully assess each incident of dangerous or disruptive behaviour and make the appropriate decision given the specific circumstances of each case, but in accordance with this policy and with respect to natural justice and the privacy rights of the tenants.

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Principle 4	Bethanie Housing will be supportive of tenants who behave in a disruptive manner through no fault of their own, such as persons affected by mental health issues, and seek a resolution that will provide maximum benefit to all parties.
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5. Disruptive behaviour

An instance of disruptive behaviour will be dealt with by the relevant Tenancy Manager, who will assess the matter and take the necessary steps as follows:

- (1) If it is the first occurrence of any kind of disturbance for a given tenant, the Tenancy Manager must issue a verbal warning (Appendix 1), should he or she consider appropriate having regard to Principle 4 in Clause 4.
- (2) If it is the second occurrence of any kind of disturbance for a given tenant, the Tenancy Manager must issue a written warning (Appendix 2), should he or she consider it appropriate having regard to Principle 4 in Clause 4.
- (3) If it is the third occurrence, the Tenancy Manager must issue a second written warning (Appendix 2).
- (4) If it is the fourth or more occurrence, at the discretion of the Housing Manager, procedures may be initiated seeking the termination of the Tenancy Agreement under the *Residential Tenancies Act 1987*.

6. Serious Disruptive Behaviour

An instance of serious disruptive behaviour will be investigated by the relevant Tenancy Manager and, if deemed appropriate having regard to the Principle 4 in Clause 4, then:

- (5) If it is the first occurrence of any kind of disturbance for a given tenant, it may be responded to with a first or first and final written warning (Appendix 2) that issued by the Manager of Housing at the recommendation of the Tenancy Manager.
- (6) If it is the second or more occurrence, at the discretion of the Housing Manager in consultation with the Tenancy Manager, it may be responded to by a second written warning or by seeking the termination of the Tenancy Agreement under the Residential Tenancies Act 1987.

7. Dangerous behaviour

- (1) Consistent with Principle 1 in clause 4, any behaviour that is posing or is likely to pose a risk to the safety of tenants will be:
 - (a) Reported immediately to the Police; and
 - (b) Urgently investigated by the Manager of Housing in cooperation with the Tenancy Manager.

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- (2) if the investigation in subclause (1)(b) indicates misbehaviour by a tenant, then:
- (a) If it is the first occurrence, the Executive Officer with responsibility for Housing may, at his or her discretion, but giving consideration to the circumstances of the incident, refer the matter to the Magistrates Court, seeking the termination of the Tenancy Agreement under the *Residential Tenancies Act 1987*, or issue a first and final written warning; or
 - (b) If it is the second occurrence, Executive Officer with responsibility for Housing must refer the matter to the Magistrates Court seeking the termination of the Tenancy Agreement under the *Residential Tenancies Act 1987*; and
 - (c) The Chief Executive Officer must be apprised of the situation.

8. Domestic violence

In case of domestic violence:

- (1) If the tenant wishes to remain in the dwelling, the tenant's liability ends in 7 days if upon provision of a notice of termination showing the tenant's status as a victim accompanied by a:
 - i. Domestic Violence Order; or
 - ii. Family court injunction or application for a family court injunction; or
 - iii. Copy of prosecution notice or indictment containing a charge; or
 - iv. Report of family violence in a form approved by the Commissioner for Consumer Protection (available from dmirs.wa.gov.au).
- (2) If the tenant as a victim wishes to remain in the dwelling, but for the perpetrator to have the tenancy terminated, the matter is determined by an application in the Magistrates Court, to which Bethanie Housing Ltd will be named as a respondent, being the lessor.
- (3) The tenant as a victim has the right to change the locks after the perpetrator's tenancy has been terminated, or the tenant has grounds to suspect further episodes of domestic violence may take place, and Bethanie Housing Ltd as lessor must receive a copy within 7 days of the locks being changed, and must not provide the keys to any person to whom the tenant requested that a copy not be given.

9. Systemic response to disruptive behaviour

- (4) In managing instances of disruptive or dangerous behaviour, Bethanie Housing will seek whenever possible to provide a collaborative response, in cooperation with:
 - (a) WA Police
 - (b) The relevant local government, when local laws are breached.
 - (c) The mental health services providers and the Mental Health Commission.
 - (d) Any other relevant support or medical treatment facility.
- (5) Notwithstanding Clauses 5 to 7, the Manager of Housing or a Tenancy Manager may organise case management conferences, whether instead or in parallel with a verbal or written warning, including participation from other interested parties, e.g. Police, health professionals, community leaders, etc.

10. References

- *Residential Tenancies Act 1987*
- *Housing Act 1980*
- *Residential Tenancy Regulations 1989*

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Appendix 3 POLICY APPLICATION AIDS

BEHAVIOUR CLASSIFICATION TABLE	
BEHAVIOUR	EXAMPLES
Disruptive	<ul style="list-style-type: none"> • Loud parties with no violent or destructive behaviour which impacts on neighbours. • Domestic and family disputes which impacts on neighbours. • Unwanted entry into neighbouring properties. • Substantial disturbance from children associated with loud noise, but short of serious misdemeanours, such as property damage. • Excessive noise from TVs, stereos, vehicle engines and any other household items which impacts on neighbours.
Serious disruptive	<ul style="list-style-type: none"> • Verbal threats towards neighbours. • Abusive language towards neighbours, including vilification based on race, religion, gender and sexual orientation and other forms of harassment. • Vandalism, graffiti, defacement to property in the immediate vicinity (other than the tenant's own property) not warranting criminal charges. • Physical fighting between householders or visitors that emanates from the tenant's property which impacts on neighbours.
Dangerous	<ul style="list-style-type: none"> • Physical assault and violence towards a person not associated with the tenancy. • Aggravated threats to safety and intimidation which goes beyond verbal abuse, such as threats with a weapon. • Intentional or reckless damage to property resulting in police charges or conviction.

BEHAVIOUR DETERRENCE TABLE				
	First	Second	Third	Fourth or more
Disruptive	Verbal warning	1 st written warning	2 nd written warning	Tenancy termination*
Serious disruptive	1 st written warning	2 nd written warning or Tenancy termination*	Tenancy termination	
Dangerous	Written warning (1 st and final) or Tenancy termination*	Tenancy termination		

* The Manager of Housing's discretion may apply

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Version Control and Change History

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1.0	08/10/2018	Executive Committee	Released	GM - Housing