

# LEAVING YOUR HOME



**There are several reasons you may leave your MFYH accommodation.**

**Regardless of the reason, it's always best to maintain the best tenancy you can throughout this period to reduce unwanted costs and ensure you get all of your bond back.**

## Evictions

Nobody wants to be evicted and My Foundations Youth Housing Ltd (MFYH) certainly don't want to evict anyone, however MFYH must administer its tenancies in alignment with the NSW Residential Tenancies Act 2010 and our funded program eligibility and suitability requirements.

When there is continued or serious non-compliance of the program, MFYH is entitled to end your participation in the program by serving you with a 30 or 90-day Notice depending on your type of lease (30 days for fixed term agreements and 90 day notice for periodic or continuous agreements).

An example of non-compliance to the program could be ongoing and continuous lack of engagement with your support service or non-commitment to working towards mandatory goals of the program (such as employment/study if that is a requirement of the program).

You may also be in breach of the Residential Tenancies Act and be issued with a 14-day Notice. Examples of where this may occur are;

- rent is not paid on time and in advance,
- or, you or your visitors;
- cause nuisance to neighbours,
- conduct anti-social behaviour towards a neighbour or flat mate,
- damage the property,
- conduct or permit unlawful activities; and
- permit persons or pets who have not been approved as occupants to live in your home.

If you are served with a breach or Notice of Termination you must treat it seriously and contact your support services promptly for assistance.

We may also take you to the NSW Civil and Administrative Tribunal (NCAT) to legally enforce a breach or an eviction.

Avoiding breaches is the best way to keep living in your home and stay part of the program.

**You can also call the Tenants Advice Line, Monday 10am-1pm and Thursday 2-5pm:**

**1800 251 101**

**or look up a Tenants Advice and Advocacy Service by postcode here:**

<https://www.tenants.org.au/about-taas>

## Actions Required to End Your Tenancy



When you leave your MFYH property, we would like to be able to return your full bond and offer the home to someone else as soon as possible. You can help us do this by:

- Giving us as much written notice as possible. Your Youth Housing Manager can help you determine the correct notice period (14 days for a fixed term lease agreement or 21 days for a periodic or continuous agreement).
- Removing all belongings and rubbish, both inside and outside.
- Cleaning the property to the appropriate standard. This includes cleaning the windows, window tracks, walls, floors, skirting boards, inside cupboards, the oven and griller (we will email you a checklist to work through).
- Organising with us to repair or replace anything you have damaged.
- Arranging an inspection of the property with your Youth Housing Manager

(and preferably your support service); and

- Returning the keys without delay (we might have to keep charging rent if you don't return your keys and/or change locks at your expense).

### Abandoned Goods

If you leave personal items behind after you have left the property, they will be dealt with or disposed of in accordance with the **Uncollected Goods Act 1995** (this Act provides MFYH with lawful means to dispose of these goods after a certain amount of time).

Please do not leave any items behind as any costs to dispose of these items can be charged back to you and can be quite large (for example to remove a couch we may have to hire two people to lift, pay for travel, and tip fees). If you can't take all your items with you when you leave, please talk to your support service or worker, or Youth Housing Manager who may be able to assist you.

## Getting your Bond Back

Once we have finalised all outstanding repairs, we will then finalise the bond lodged and return any credits on your account. If we are required to claim any money from your bond, we will provide you with copies of invoices and your tenancy ledger showing the outstanding costs. We will submit an online claim via Rental Bonds Online and you will have 14 days should you wish to dispute our claim.

