

## **PURPOSE**

This policy outlines how Life Without Barriers (LWB) operates and delivers Specialist Disability Accommodation for people with a disability who require specialist housing solutions to assist with the delivery of supports for extreme functional impairment and/or very high support needs. LWB is a Specialist Disability Accommodation (SDA) Provider.

This policy aims to actively ensure people who engage with LWB to access SDA dwellings are provided with accommodation and support consistent with their legal and human rights and needs and they are supported to exercise informed choice and control.

## **SCOPE**

SDA is intended for eligible National Disability Insurance Scheme participants who require specialist housing solutions with the aim of reducing the need for person to person supports or the aim to improve the efficiency of the delivery of supports, assisting a person with a disability to live in the community.

Participants who are eligible for SDA funding are those with extreme functional impairment or those with very high support needs.

The policy applies to all SDA Housing properties managed by LWB. The policy therefore applies to all LWB Housing staff and contractors, Specialist Disability Housing applicants and tenants.

## **POLICY INTENT**

SDA is designed to improve the lives of people with extreme functional impairment and/or very high support needs by providing access to appropriate housing including rental housing in the community.

SDA aims to assist around 6% of NDIS participants who have extreme functional impairment and/or very high support needs. SDA is focused on specifically meeting the needs of tenants that, due to their level of impairment, are usually unable to be housed in the standard types of housing currently available in the market.

Due to the level of need of tenants, SDA is usually linked to funded support services through on-going partnership with Specialist Disability Support Providers. Support Providers ensure that tenants have the necessary support they need to live independently within the community. Support Providers are also called Supported Independent Living (SIL) Providers.

SDA funding is intended to provide specialist housing solutions and provide choice and control to the participants, enabling participants to choose where they would like to live and achieve better housing outcomes for people with a disability.

## **POLICY SETTINGS**

Life Without Barriers (LWB) is a registered SDA provider and a registered SIL Provider under the NDIS.

In this context, our work at LWB is guided by the NDIS Rules established under the *National Disability Insurance Scheme Act 2013* and in conjunction with key elements of independence outlined by the UN Convention of Rights for People with Disabilities.

Specifically, our work with people with a disability is guided by the following principles:

- Individual Autonomy
- Choice and Control
- Innovation
- The opportunity to be actively involved in decision making processes, and
- The opportunity to access the physical, social, economic, spiritual and cultural environment.

### **Difference between SDA and SIL**

**SDA** refers to accommodation for people with a disability who require specialist housing solutions to assist with the delivery of supports for extreme functional impairment and/or very high support needs.

**SIL** is to assist with and/or supervise daily tasks to develop the skills of an individual to live as independently as possible. These are the supports provided to people with a disability in their home, regardless of property ownership, and can be in a shared or individual living arrangement.

SDA is the home the individual lives in (i.e bricks and mortar), while SIL is the disability supports delivered in that home to help maintain independent living.

The two providers have distinct and separate roles:

- The SDA Provider is responsible for property and tenancy management and;
- The SIL Provider is responsible for specialist support to enable people with a disability to live independently in the community.

In some instances, there may be a relationship between the two providers which means they are not completely independent. We need to ensure that the tenant is comfortable with the relationship between the SDA Provider and the SIL provider and this is discussed with the tenant in the context of their SDA Accommodation Agreement, and that any potential for a conflict of interest, particularly which has the potential to impact on the tenant's rights, is understood and managed.

This policy aims to:

- Ensure LWB's delivery of SDA is compliant with all relevant national, state and territory legislation, standards and codes. This includes those relating to landlord, tenancy, building, health and safety and NDIS SDA requirements.

- Provide guidance and clarification on LWB's roles and obligations in relation to LWB SDA properties and dwellings; LWB as a SDA Provider and the operational functioning in SDA properties when we provide other supports such as SIL; and the management of SIL service delivery in housing where there is an SDA provider other than LWB.

## **LIFE WITHOUT BARRIERS**

LWB plays an active role in providing and supporting access to housing for people with a disability. LWB delivers a range of housing options in line with industry best practice.

LWB is committed to the highest standards in the context of the NDIS and the Australian Housing Sector. In this context, a key requirement for LWB is compliance with, and promotion of the SDA provisions of the scheme. Consequently, LWB's tenancy policies and their implementation are derived from the NDIS Rules and Practice Standards pertaining to SDA, and also accord with all state and territory housing and tenancy requirements.

As a registered SDA provider, LWB understands and complies with the:

- *National Disability Insurance Scheme (Specialist Disability Accommodation) Rules 2021*
- *NDIS Practice Standards and Quality Indicators (Specialist disability Accommodation Module).*
- *SDA Operational Guidelines*
- *SDA Design Standard.*

## **MANAGEMENT OF CONFLICT OF INTEREST**

LWB is also committed to supporting participants to have choice and control about where they would prefer to live and the delivery of their supports. This may include participants accessing supports and accommodation from other NDIS funded services providers

Within LWB responsibility for SIL and SDA service provision are managed and supported in two separate and distinct operational areas. SIL service provision is provided through Client Services and SDA provided through the National Disability Housing Unit (NDHU) located in Strategy and Engagement. Both have a separate and distinct management and service delivery structure under the leadership of the Executive Director Client Services and the Executive Director Strategy and Engagement.

We aim to ensure that everyone knows their responsibilities and the process required, when we deliver SDA and other supports to participants, such as SIL.

We will actively implement and uphold required practices and processes as an SDA provider and for any SDA properties and dwellings that we are responsible for. This includes (but not limited to) addressing conflicts of interest, reporting incidents, tenancy management while ensuring adherence to any external reporting requirements in relation to SDA properties.

We will continue to clearly articulate, define, document and communicate the provision of SDA. We actively support the human rights of SDA participants, including their rights to have choice and control at all stages of engagement with SDA. We uphold tenant's rights to choose how and from whom they access supports, and provide information about this right to tenants.

We understand that tenants in SDA properties managed by LWB may decide individually, or if in a group setting by a majority of tenants, to select a SIL Provider other than LWB. As an SDA Provider, we will ensure that tenants retain security of tenure irrespective of any decisions they make about the supports they receive, and we will facilitate a smooth transition to a new support provider in that dwelling.

We actively support innovation in the marketplace.

## **LWB ACCOMMODATION AGREEMENT**

As the SDA provider we must establish a written service agreement with the SDA participant in the form of an Accommodation Agreement. This details the expectations, rights and responsibilities of LWB and the participant. Both documents are available in Easy English Versions. The participant is always provided with a copy of the signed agreement.

We actively support the participant to understand the details of the Accommodation Agreement and we provide each participant with a comprehensive Tenant Handbook. The Handbook aims to assist the participant to find out everything they need to know about renting their home with LWB and information about the rights and responsibilities of the participant and LWB as the SDA Provider.

Key provisions of the Accommodation Agreement include:

- All participants have a written Accommodation Agreement provided at no cost to the Participant.
- Detailed information of the functional separation between the roles of accommodation /tenancy services (SDA) and the provision of support services (SIL).
- A process for participants to appoint a new service provider is included in the Agreement.
- The Agreement covers a range of responsibilities, record keeping provisions, complaints processes, privacy provisions, access arrangements and other requirements for LWB.
- The Agreement details the rights and responsibilities of Participants.
- Contact details for Participants to address any issues including maintenance and repair issues.

Also included in the Accommodation Agreement is the Reasonable Rent Contribution as defined in the SDA Pricing and Payments Framework:

- rent will not exceed 25 percent of basic rate of the Disability Support Pension
- plus 25 percent of the Pensions Supplement received (if applicable)
- plus 25 percent of the Youth Disability Supplement received (if applicable)
- plus 100 percent of Commonwealth Rent Assistance.

LWB does not collect rental bonds under the Accommodation Agreement.

In some instances, the Accommodation Agreement is mandated by the State or Territory Government as the owner of the property.

In all instances, the particular Accommodation Agreement used by LWB meets the SDA Rules, NDIS Practice Standards, and other tenancy requirements set by government/s.

## **FREEDOM FROM ABUSE & NEGLECT**

LWB recognises our obligations to contribute to the safety and wellbeing of participants living in SDA setting, and as a Registered SDA Provider to take all reasonable steps to prevent and respond to all forms of violence, exploitation, neglect and abuse of people with disability.

We will raise any concerns regarding the safety or wellbeing of SDA tenants with the service provider. Where LWB is the service provider, reporting will be to the Director Professional Practice or equivalent. Serious concerns may be reported to the NDIS Quality and Safeguards Commission.

## **COLLABORATION AGREEMENT**

A strong partnership between the SDA Provider and SIL provider is vital to the successful delivery of SDA-SIL.

We will establish a Collaboration Agreement with each external SIL Provider, and a Memorandum of Understanding with LWB Client Services when LWB is the Support Provider, which documents:

- the roles and responsibilities of each party to each other and the tenant/s
- how the parties will work together
- how potential conflicts and conflicts of interest will be managed
- communication between the two parties and with tenants
- the rights of tenants
- enrolment, maintenance and repairs to the dwelling to ensure it continues to comply with the SDA rules
- responsibilities for allegations of violence, abuse, neglect, exploitation and discrimination
- management of vacancies
- continuity of service in the case of an emergency or natural disaster
- terms and conditions of the Agreement, including termination by either party or at the request of participants.

## **TENANCY MANAGEMENT**

LWB actively supports each participant accessing SDA to actively exercise choice and control and ensure they are supported by effective tenancy management.

During the period of the tenancy participants are responsible for notifying LWB of any changes to their circumstances and providing necessary information to ensure SDA program eligibility including:

- Advising if they are planning any holidays or other absences
- Providing the required notice if intending to end the Accommodation Agreement/lease

- Providing a copy of their NDIS Plan or their Continuity of Support (COS) Plan
- Providing an updated version of their NDIS Plan or COS Plan in a timely way if their plan changes
- Advising of any changes they would like made to their NDIS Plan or COS Plan relating to their ongoing eligibility for SDA funding, the type of SDA they are approved for and the amount of funding in their plan.
- Advising if something affects their ability to live safely in their home
- Advising if they no longer receive SIL funding
- Providing updated information about the participant, their family, their guardianship or financial trustee arrangements, in the situation where this impacts on housing arrangements and/or accommodation payments
- Advising of any other change in circumstances that may influence their housing situation and /or accommodation payments.

## **CHANGES TO THE ACCOMMODATION AGREEMENT**

If changes to the Accommodation Agreement are required, the participant and/or their representative will discuss and review the agreement. The participant can ask for the SIL provider and the NDIS Support Co-ordinator to be included in the discussion.

If there are changes to the support needs, LWB will discuss housing adjustments or alternate housing options with the primary focus to work together to maintain the current tenancy. Options including tenancy transfers or alternate housing options may need to be considered.

## **MANAGING VACANCIES IN SHARED LIVING ARRANGEMENTS**

LWB will work with the SIL Provider to manage vacancies by identifying suitable participants using a shared vacancy matching process. In assessing and matching vacancies, LWB and the SIL Provider will respect each participant's right to have their needs and preferences taken into account.

## **ENDING AN ACCOMMODATION AGREEMENT/LEASE TERMINATION**

### **Tenant's right to end an Accommodation Agreement**

A tenant/participant can end an Accommodation Agreement and vacate the property at any time by giving LWB **60 days** notice in writing of their intention to vacate. LWB staff will follow up with the participant, representative (if they have one) and the relevant SIL Provider to confirm the intention to vacate and to schedule an exit interview, if possible. The participant will be required to make all Accommodation Payments until the end of their notice period, unless agreed otherwise. LWB will carry out an exit interview with the participant/representative (if applicable) and the SIL Provider to ensure that the exit is positive and to provide feedback to us around our service delivery.



## **LWB's right to end an Accommodation Agreement (Termination of Accommodation Agreement)**

Prior to giving the tenant/participant notice to end their Accommodation Agreement for any reason, LWB will arrange a meeting with the SIL Provider, the participant (and/or representative), an NDIS Support Co-ordinator or a COS Support Co-ordinator and other relevant supports to consider whether the participant requires additional supports to enable them to remain at the property, or if relocation is a more appropriate solution.

If the issues are resolved the Accommodation Agreement will continue. If the issues are not resolved a further meeting will be held to determine next steps to end the Agreement (**at least 90 days**). Where an Accommodation Agreement ends, LWB and the NDIA will support the participant to identify alternative accommodation and relocate.

LWB may end an Accommodation Agreement with less notice if:

- The participant uses the property for an illegal purpose;
- The participant has not paid the Accommodation Payments and any other payments required under their Agreement following overdue notice/s;
- The participant ceases to have SDA as a reasonable and necessary support in their NDIS or COS plan;
- The participant has intentionally caused damage to the property
- The participant cannot be supported at the property without serious risk of harm to themselves or others.

## **FEEDBACK, COMPLIMENTS AND COMPLAINTS**

We explain participants' rights to make a complaint or provide feedback about the maintenance or condition of their accommodation, a dispute with another resident, or the service they have received from NDHU to participants in person at the time of signing of the SDA Accommodation Agreement, and provide the following information in the Tenant Handbook:

- Details of LWB's Complaints Officer, an independent point of contact who is not involved in participants' day to day supports or accommodation
- The availability of LWB's online complaint form
- How to make a complaint to the NDIS Quality and Safeguards Commission (NDIS participants) of the Department of Health (Continuity of Service recipients)
- Details of independent advocacy organisations across Australia who can support participants to make a complaint.