**Neighbourly Behaviour Agreement**

Most residents are good neighbours, but the behaviour of some can make life less enjoyable and unsafe for others.

This Neighbourly Behaviour Agreement outlines the behaviour expected of Uniting residents. Renters who do not meet their obligations and responsibilities risk losing their community housing tenancy.

Depending on the jurisdiction:

|  |  |  |  |
| --- | --- | --- | --- |
| In this document  |   | Victoria  | Tasmania  |
| Uniting | means | Uniting VicTas (your housing provider) |
| Renter  | means  | Renter  | Tenant  |
| Rental agreement | means | Rental agreement | Tenancy agreement |
| Relevant tribunal | means  | Victorian Civil Administration Tribunal (VCAT) | Residential Tenancy Commission (RTC) |
| Act | means | [Residential Tenancies Act](https://content.legislation.vic.gov.au/sites/default/files/2021-07/97-109aa100%20authorised.pdf) | [Residential Tenancy Act](https://www.legislation.tas.gov.au/view/html/inforce/current/act-1997-082) |

## Being a good neighbour

Local communities work best when neighbours:

* respect others’ rights and privacy
* take responsibility for their actions and those of their family and visitors
* respect communal areas and others’ right to appropriately use these spaces
* are considerate and tolerant of others.

## Un-neighbourly behaviour

Renters who interfere with neighbours’ rights are not good neighbours. Examples of un-neighbourly behaviour include:

* vandalism and destruction of others’ property or common areas
* aggressive or violent behaviour
* illegal activity
* excessive noise or disruptive behaviour
* failing to keep the rented property in a reasonably clean condition including the outdoor areas.

Keeping a property reasonably clean could include maintaining the garden, not undertaking repairs on cars, motorbikes and bicycles in front yards or on the street, properly disposing of rubbish, not storing excessive amounts of furniture, household goods or papers which could create a fire risk.

## Complying with your residential rental agreement

You are expected to:

* pay your rent and related charges on time
* always provide accurate information about who is living in your property
* not sub-let any part of your property
* keep your rented property reasonably clean both inside and outside
* avoid damaging your property or common areas
* not interfere with your neighbours’ rights to peace, comfort, and privacy.

## Consequences of breaching your residential rental agreement

Uniting will issue a breach of duty notice if you, a household member, or visitor to the house:

* cause a nuisance or interfere with the reasonable peace, comfort, or privacy of your neighbours
* damage your rented property or common areas
* fail to keep your rented property in reasonably clean condition
* install any fixtures or make any alteration, renovation, or addition to the rented property without the Uniting Housing Australia’s consent.

If you continue to breach the same duty provision or breach a compliance order, a decision may be taken to terminate your tenancy in accordance with the Act.

Uniting will seek compensation for any damage to a rented property and seek to end a tenancy where necessary to ensure the safety and wellbeing of others.

## Uniting takes a zero-tolerance approach to:

* malicious damage to a property
* endangerment of the safety of other occupiers
* use of a property for illegal purposes or drug-related conduct.

**If you engage in any of these activities, you risk being evicted under the relevant Act.**

*I/we acknowledge the behaviour expected of me/us while living in community housing:*

Full name of RENTER 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by RENTER 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

Full name of RENTER 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by RENTER 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_