

ALLIANCE HOUSING WA



Alliance Housing (WA)

*Supporting Affordable Housing
in the South West*

RESIDENT HANDBOOK

October 2018

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1. About Alliance Housing.

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Please take the time to read this handbook. It has important information regarding your rights and obligations, as a resident of Alliance Housing WA.

Alliance Housing is a 'not for profit' housing provider operating currently in the South West regions of Western Australia. We also have 10 units in Narrogin for families.

Alliance Housing was established in January 1997. Up until 2012 we operated as Bunbury Housing Association (BHA) a community based Regional Housing Association providing quality, affordable housing for people on low incomes and clients with special needs.

1.1 Customer Charter

Alliance Housing has a Customer Charter on display in the reception of our office at U2/93 Albert Rd, Bunbury.

1.2 Community Housing Standards

Alliance Housing strives to meet and where possible better the approved standards for community housing. Our aim is to provide a sound, secure, affordable long term housing service.



2. The Law and Your Residence Contract

2.1 Retirement Villages Act (RVA)

Lease for life (LFL) contracts are in compliance with the Retirement Villages Act (1992) and associated regulations (RVR).

2.2 Rent in Advance

A weekly levy (rent) will be charged to cover:

- ❖ Rates & taxes
- ❖ Internal & external maintenance
- ❖ Building insurance
- ❖ Rubbish removal
- ❖ Water for reticulation only (not household use)
- ❖ Advertising for vacancies
- ❖ Electricity for security lighting

Residents **must** maintain a minimum of two weeks in advance rent for the duration of the contract.

A non-rebateable annual fee may be levied in lieu of weekly rent if requested by resident/s.

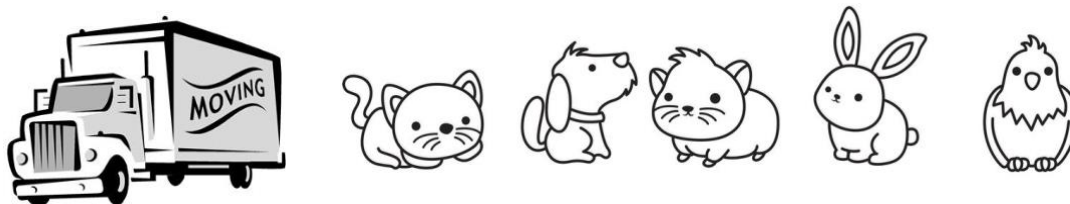
Please see Section 3, concerning payment methods.

2.3 Pets

In the interests of hygiene, the resident shall not keep any animal or bird in or about the unit, without the written permission of AH. In the event any animal

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or bird is permitted in the unit, the resident shall, if required by AH, have the carpets cleaned, including if required treated for fleas and other pests, upon the termination of the residence contract (Residence Rules 18 & Document B 25d).



2.4 Car Parking

1 vehicle bay is provided for the resident. No other parking facilities are available within the complex. Visitors must park in the visitor's bay or on the verge. Visitors' vehicles must not, at any time, impede traffic flow to other units.

2.5 Property Condition Reports (PCR)

The Property Condition Report records the condition of the property at the time you moved in. This report is to protect both Alliance Housing and the resident, being an accurate and agreed description of the condition of the property at the commencement of the tenancy.

Often, photos are included, as part of the PCR.

NOTE

Upon moving out, the report is the basis for comparisons to establish if you have a liability.

2.6 Rights and Responsibilities

For more information on your rights and responsibilities please see the Retirement Villages Act and Regulations, attached to your Residence Contract and Residence Rules. Alliance Housing and the resident both have duties and responsibilities.

Some of these are:

Resident	Alliance Housing will
Pay rent, gas, water, electricity consumption or other costs punctually.	Give proper notice before entering property. AH may enter the property without notice in circumstances permitted in the RVA or if consent is given.
Do not create disturbance in the neighbourhood.	Provide secure housing.
Do not damage the property.	Allow the resident to have quiet enjoyment of the property.
Inform Alliance Housing if damage occurs.	Provide a property that is in good condition.
Do not conduct or permit to be conducted, any illegal or antisocial activity on the property.	Pay all rates, service and statutory charges.



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2.7 Sub-letting/Boarders

The resident shall not assign, sub-let or part with possession of the unit or grant any license to occupy the whole or any part thereof (Residence Contract 19). Boarding and sub-letting is not allowed (Residence Rules 8c).

2.8 Visitors

Family and friends may stay for short periods (**less than one week**). Must have AH approval with stays of longer than one week, (residence rules 8).

Do not forget, the resident is always responsible for the behaviour, actions and any damage by anyone staying or invited onto the property.

2.9 Neighbourhood

Residents and their visitors **must not** be a nuisance to neighbours. This could include noise, inconsiderate actions, and illegal or anti social behaviour that disturbs the neighbourhood (Residence Rules 8).

If you feel your neighbours are a major disturbance, you may want to submit a complaint. Please see section 5.3, which will explain the procedure and how you can proceed. Alliance Housing will endeavour to resolve the problem, however, Please be aware that there are steps that need to be taken by Alliance Housing according to the RVA, and this is a process which takes time to execute.

Do not hesitate to contact the police immediately (see section 7.4), if you are concerned for your safety or for others or if suspect illegal activity.

Residents also have a right to the quiet enjoyment of their home.

2.10 Holidays

Residents are free to close their units and take a vacation at any time. The resident/s shall notify AH if the resident/s intends to be absent from the unit for any period longer than one week (residence rules 12).

There shall be no reduction in rental charges during the absence of the resident.

2.11 Insurance

Residents are responsible for insuring their own household contents.

Alliance Housing is responsible for statutory cover and insuring the building and any contents that are the responsibility of Alliance Housing. Alliance Housing is not liable for any loss or damage to the resident's contents.

2.12 Rent Reviews

Residents will have an annual rent review at the beginning of each year. The rent increase is calculated by using the previous rent amount plus current CPI rate (see Residence Contract Part 2 section 4).

2.13 Inspections

Under the RVA, residents shall permit a member of the Board or Authorised Representative to enter at any reasonable time to inspect and/or carry out any maintenance work that may from time to time be required (Residence Rules 7 (b)).

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2.14 Emergency Entry

Alliance Housing has a key to all of its properties, which are not used without permission by the resident, except of an emergency - for example:

- Someone trapped in the house
- A reported Medical emergency
- Welfare check (If it is reported that the tenant has not been seen over a period of time and we have not been advised, nor can we contact the tenant).
- Abandonment of property

3. Paying your Rent and Other Charges

3.1 Some Ways to Pay

Rents and other charges can be paid through:

- Centrepay direct deductions (which is the preferred method).
- Alliance Housing Tenant Bank Identification Card.



3.2 Centrepay (direct deductions from Centrelink)

Centrepay is available for residents who receive their payments from Centrelink. To pay through Centrepay, the Tenancy Officer will supply you with a form for you to sign which allows the Tenancy Officer to set up payment on your behalf. The Tenancy Officer will also give you a Centrelink deduction and confirmation services form to sign, which can allow the Tenancy Officer to check your eligibility and download income statements &/or make future changes on your behalf with Centrepay, however, it is still your responsibility to ensure that your rent is correct and paid on time.

3.3 Direct Debit

To arrange a direct debit through your bank you will need the bank details of Alliance Housing, which your Tenancy Officer can supply you with a Bank ID card, which has on it your personal recognition number.

If you choose Bank deposit or Bank transfer and it is not successful and you continue to get into rent arrears, you will be asked to change your method of payment to something more suitable.

3.4 Services

Alliance Housing pays the service charges and rates. Residents agrees to pay one hundred percent of the water consumption at the unit within seven days of written request (Residence Contract 5).

The resident agrees to notify Synergy, Alinta Gas, the Bunbury Water Board and the Water Corporation of the resident's occupation of the unit and the resident is responsible to pay all charges for electricity, water and gas (if any) consumed at the unit.

AH will not install or supply a telephone. If the resident desire a telephone, the resident shall do so at their own expense and shall pay all costs and charges for the service (Resident Contract 7).

4. Repairs and Maintenance

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4.1 'As per policy 2', Alliance Housing (AH) will comply with the property maintenance requirements of Section 36 of its Community Housing Agreement (CHA) with the Housing Authority. Reflecting the requirements of and in compliance with the Retirement Villages Act (1992) and the Retirement Villages Regulations (1992), Alliance Housing endeavours to keep all of its LFL properties in good order. This policy is implemented to ensure a safe, healthy and secure environment for the resident and ensure the property maintains its value.

- The maintenance responsibilities which includes what AH is responsible for and what is a shared responsibility with Housing Authority (HA) or no responsibility if housing is privately owned
- AH follow any Statutory, regulatory and contractual requirements included but not limited to:
 - the *Housing Act 2003* and *Housing Regulation 2015*
 - The Retirement Villages Act (1992) (RVA), Retirement Villages Regulations (1992), WA Building Regulations 2012, *Fire and Emergency Services Act 1998*, *Occupational Health & Safety Act 1984*
 - HA - Community Housing Agreement
 - HA - Community Housing Asset Condition Standards & Guidelines Manual for Managed Premises.
 - the National Regulatory System for Community Housing (NRSCH) – for organisations required to be registered'

Maintenance information and Emergency information can also be found on our website (www.alliancehousing.com.au).

4.2 Emergency Repairs

Any event, which may affect the safety of residents, the neighbourhood or lead to damage to the property, may be considered an emergency.

Examples:

- | | |
|---------------------------------|---------------------|
| ■ Tree fallen onto a building | ■ Fire damage |
| ■ Gas leaks | ■ Electrical faults |
| ■ Burst pipes or blocked drains | ■ Flooding |



Alliance Housing reviews its service providers from time to time to ensure a high standard maintenance provision is maintained to our residents.

During office hours, please contact us and Alliance Housing will issue urgent work orders promptly. A delay may occur due to the contractors work load or priority commitments.

Out of office hours, if you experience an emergency at your home, you should contact the appropriate emergency service as per section 7.4 Emergency List, no matter what the time of day.

Residents should keep receipts for any repairs to their home and if justified, Alliance Housing will reimburse where appropriate. However please note that we will only reimburse you where there has been a genuine failure of an essential function at the property requiring immediate attention.

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Where residents either lose their keys or lock themselves out it will be their responsibility to contact the locksmith and all costs associated with this is at their own expense. See section 4.9.

4.3 Day-to-Day Routine Maintenance

Repairs, which don't cause a risk to residents or are unlikely to lead to damage to the building and/or neighbourhood, are referred to fair wear and tear repairs, which arise through normal use.

Examples:

- Minor plumbing repairs
- Repairs to doors/cupboards
- Worn fly screens
- Worn internal fixtures & fittings

For day-to-day or routine maintenance please call the Tenancy Officer at Alliance Housing during office hours.

Alliance Housing will ensure the work is completed satisfactorily.

4.4 Day-to-Day Priority Maintenance

Some maintenance will be treated as a priority and can be discussed with the Tenancy Officer. Alliance Housing will arrange to have the problem rectified as soon as a tradesman is available. You must be available for the tradesman to attend the property. As per your lease agreement, a contact phone number will be given to the tradesman so that you can be contacted to arrange a suitable time for repairs to be carried out.

You may be charged all costs incurred by Alliance Housing, if:

- A time has been arranged with you and there is no-one in attendance when the tradesman arrives.
- Access to the property is unavailable.
- Damage to the property occurs due to the length of time that access to the property has been prevented.
- Unreported maintenance has caused damage to the property.

4.5 Basic Maintenance

Basic household maintenance is considered the resident's responsibility, eg cleaning windows and exhaust fans, dusting and removing cobwebs inside and out, (Residence Rules 6).

In consideration of the safety for over 55s or others at AH's discretion, Alliance Housing will employ a Contractor for anything involving heights, this will include such things as changing the light globes/Fluro but residents will need to provide the new globe/Fluro (or will be invoiced for the item/s by Alliance Housing). Residents are responsible for the costs of globes/Fluro tubes, drain plugs and any lost keys. (Information document 6).

It is the resident's responsibility for garden maintenance in the front and rear of the unit, such as weeding and pruning. The resident is also responsible for the general tidiness of the grounds surrounding the unit).

All garbage must be adequately wrapped before being placed in the garage bins provided.

4.6 Tenant Liability

The Resident must pay for repairs to the property, which are caused by neglect, misuse, accidental or wilful damage. Residents will be given a fair and reasonable time frame to rectify the damage.

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A resident does not have to pay for fair wear and tear. (eg. faded paint, normal wear of carpet or vinyl). Fair wear and tear means the deterioration of the property over time and through constant usage.

A resident is not responsible for damage done by an illegal act provided they report it to the Police and provide Alliance Housing with a Police incident report number along with full details of the incident. Alliance Housing may require a written explanation. The resident must provide the Police with full and accurate information and the name of the person(s) responsible if they are known. This is also required for any insurance claim and application for restitution.

4.7 Long Term Maintenance

Units may need some major maintenance carried out by Alliance Housing from time to time to keep them in good order. This may include but is not limited to - repainting, renovating kitchens or bathrooms, replace floor coverings, gutters, downpipes or hot water systems.

When this type of maintenance is approved Alliance Housing will work with the resident to minimise inconvenience.

4.8 Property Alterations

Residents are not permitted to carry out structural or other alterations (i.e. building additions, painting etc.) or change the décor of property. Matters requiring licensed or qualified persons must not be attempted by the residents. Minor matters which add to the comfort of the residents may be permitted, however prior approval must be obtained from Alliance Housing.

Approval from Alliance Housing must be gained before inserting wall hangers. Nails, drawing pins, sticky tape and blue tac (or similar) must not be used. Any damage to the walls, ceilings, doors or paintwork, caused by the hanging of posters, objects or paintings must be paid for by the resident (Residence Contract 12 & Residence Rules 7d).

4.9 Lost Keys

The resident is responsible for the replacement of any lost keys. If you lose keys, during office hours, contact the Tenancy Officer who will arrange for you to pick up the spare key and have one cut at your expense.

Where residents either lose their keys or lock themselves out it will be their responsibility to contact the locksmith and all costs associated with this is at their own expense.

In some cases locks may have to be replaced if keys are lost. If this happens the resident must pay for the lock replacement.

4.10 Pests and Vermin

As a general rule, any outbreak or infestation of pests such as rats, mice, possums, cockroaches, termites, ants, spiders, wasps or bees requiring attention by a pest control operator is Alliance Housing's responsibility.

Alliance Housing is not responsible for infestations caused by the resident's activities or lack of cleanliness. The resident is required to take basic pest prevention measures, such as storing food properly, using sprays and baits.

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4.11 How to request repairs

Residents are advised to contact Alliance Housing as soon as possible after it becomes evident that the property is in need of repairs or maintenance as a delay in notification can often lead to more complex problems. Contact can be made in office hours by ringing the Tenancy Officer on 97915438 or calling in at the Alliance Housing office at Unit2/93 Albert Rd, Bunbury.

You can also use the online maintenance request form on our website www.alliancehousing.com.au.

Alliance Housing will contact a tradesman to have the work done as soon as possible and with your permission will provide your contact details to them so that arrangements to attend the premises can be made with you directly.

After work is complete, the Tenancy Officer may contact you to see if the repairs are satisfactory and, if necessary, arrange a time for inspection.

4.12 Smoke alarms & RCDs

Residual current devices

You must ensure that all residual current devices (also known as safety switches or RCDs) are tested, a minimum of every three (3) months. They can be found in the electricity box, inside or on an outer wall of the premise. They have been professionally installed to protect all power point and lighting circuits in your rental property. The Tenancy Officer will show you how to test them. Below is an example of what they look like, but there is some variation between brands, note the test button, is the small square one, not the lever. If there are any issues you must contact the Tenancy Officer, as soon as practical.



Smoke alarms

You must ensure that the smoke alarm/s are tested, a minimum of every three (3) months. Smoke alarms as required by law.

All Alliance Housing properties have mains-powered (hard-wired) smoke alarms. Mains-powered smoke alarms also contain rechargeable batteries, they must be less than 10 years old (the whole alarm – not just the battery). The tenant tests them by turning off the RCDs and mains power switch and pressing the test button on the smoke alarm. This should cause the alarm sound, then stop. If you test the alarm/s and there is an issue please contact the Tenancy Officer as soon as practical.

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4.13 Additional

No smoking is permitted in any building managed or owned by Alliance Housing WA.

There are consequences if it is discovered that this rule has been breached, including:

- Costs due to damage caused by cigarettes to the property will be charged to the tenant eg additional cleaning costs, repainting the property because of staining, burns.

No unregistered or unroadworthy vehicles are to be kept at premises, without written permission from Alliance Housing WA for a short time only.

5 Working together



5.1 **Statement of Residents Rights**

Residents have the right to:

- Fair and non-discriminatory treatment
- Be treated with respect
- Be consulted on major changes that may affect their tenancy
- A fair and equitable complaint and appeals process

5.2 **Residence Rules**

Residence Rules (12f) The rules are subject to alteration or amendment from time to time as deemed necessary by AH.

5.3 **Complaints and Appeals for Residents**

Alliance Housing has a detailed policy (on our website - www.alliancehousing.com.au), which outlines the steps that can be taken to deal with complaints.

- Talk to the Tenancy Officer.
- If not satisfied, ask to speak to the CEO or Business Manager.
- If not satisfied, your complaint can be put in writing and forwarded to the Alliance Housing office, for referral to the Board of Management.
- A meeting of two members of the Board of Management may then be held, to which you may be asked to attend. Their decision will be conveyed to you in writing.

Again if the outcome does not satisfy your concerns other avenues can be investigated, see section 6.2 on disputes.

A Complaints and Appeals form will be supplied to you with your entry documents and can also be found at the reception. An email can be sent to us using through our Website.

All complaints and Appeals are treated seriously, investigated and a reply will be sent to you within 10 working days of receiving it.

5.4 **Resident Participation**

Residents are entitled to attend the Annual General Meeting. Please ask for further information from any Alliance Housing staff member at the office.

5.5 **Feedback from Residents**

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Alliance Housing is always interested to hear the constructive views of its residents. Residents may wish to make comments to the Tenancy Officer or put them in writing. Completion of our annual tenant/resident survey form is always of importance to Alliance Housing and forms part of our Annual Report. Feedback forms can be supplied upon request and are also on display at the office reception. Resident feedback helps us to improve our service.

5.6 Confidentiality

Alliance Housing will not give out the personal details or information of residents to a third party, unless permission is given, or there is an obligation or legal requirement to provide the information.

However, in exceptional circumstances, if it is deemed by Alliance Housing, that non disclosure may result in a possible life threatening situation, or the consequence of non disclosure could produce an occurrence of a serious nature, Alliance Housing may, in good faith and honest belief, release information.

6 Moving On

6.1 Vacating an Alliance Housing Property

If you intend to vacate your property you must give 30 days written notice. (as per the RVA). This needs to be given to the Tenancy Officer, either hand delivered, posted or emailed to Alliance Housing office. The Tenancy Officer will then contact you to arrange for an inspection.

Rent is charged until keys are returned.

6.2 Evictions

Alliance Housing administers the Residence Contracts in accordance with the RVA and its regulations. Alliance Housing is a supportive landlord that will work with residents to help them maintain their contracts.

Dispute - If a dispute occurs in the retirement village between the resident and AH (see section 5.3) or if the dispute is between residents, then both parties shall in the first instance use their best endeavors to amicably resolve the dispute. If the parties are unable to resolve the dispute then either party may apply to the Commissioner to have the dispute referred to mediation. AH will follow the process as per the Retirement Villages Regulations (RVR) – Division 6 – Dispute resolution.

Breach – If a Resident has been found to have breached the Residence Contract or the Residence Rules, a Resident will receive written notice of the breach that has occurred and a reasonable timeframe to rectify it.

Some reasons for Breach Notices are:

- Non payment of rent
- Anti-social or inconsiderate behaviour
- Damaging the property
- Conducting or permitting unlawful activities

If you get a Notice of Breach you must treat it seriously and contact the Tenancy Officer or Business Manager immediately.

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Termination - AH cannot terminate a residence contract on its own, that is, without the agreement of the resident. However, a resident or AH may apply to the State Administrative Tribunal (SAT) to terminate a residence contract under circumstances as specified in the RVR - Division 7 -Termination of residence contracts.

AH may apply under the following circumstances:

- The Resident dies and in the case of two Residents, the survivor of them dies.
- The Resident abandons the Unit.
- The Resident's physical or mental health is such as to make the residential premises unsuitable for the occupation by the resident (section 58 of the Act).
- The Resident has breached the residence contract or the residence rules and has failed to rectify that breach (section 59 of the Act)
- The Resident has intentionally or recklessly caused or permitted, or is likely intentionally or recklessly to cause or permit, serious damage to the residential premises or injury to the administering body, an employee of the administering body or another resident (section 62 of the Act).
- The administering body would, in the special circumstances of the case, suffer undue hardship if the residence contract were not terminated (section 63 of the Act).

Where AH seeks to terminate The Residence Contract, AH shall first:

- Give the Resident at least fourteen (14) days notice of the intention to apply to SAT for a termination order
- Specify the grounds for the termination and if by reason of any breach of the Residence Contract or the rules, specify the breach and give the Resident the opportunity to rectify the breach within a reasonable and specified time.
- Ensure that the notice to terminate clearly sets out that the contract cannot be terminated without an Order by the Tribunal.
- If the Residents physical or mental health is the issue. The Resident is given 30 days written request to submit a medical examination report by the Chief Executive Officer of the Department of Health or a Medical Practitioner of the Resident's choice. If the Resident fails to provide the report, it shall mean that the Resident's physical and mental health is such as to make the unit unsuitable for occupation by the Resident.

Residents will need to read their Residence contract for further information concerning breaches or termination.

6.3 Abandoned Goods

Do not leave any items behind. If you can't take all your items with you when you leave, please talk to the Tenancy Officer who may be able to give you contact details of storage companies.

If you leave personal items behind, they will be dealt with in accordance with the RVR section 7 and State Administrative Tribunal orders.

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7 Contacts

7.1 Utility Services

Alinta Gas – 131358
 Synergy – 131353
 Aqwest – 97809500 (Bunbury)

7.2 Alliance Housing

Our office is at U2/93 Albert Rd, Bunbury WA 6230
 Our postal Address is: PO Box 1505, Bunbury WA 6231
 Phone: 97915438
 Our office hours are: **9am to 4pm Monday to Friday** except Public Holidays.

7.3 Emergencies

If you have an emergency, please read section 4.2 of this handbook.

During office hours ring 97915438.

Out of office hours, please contact the relevant number on the emergency phone list in section 7.4.

7.4 Other Emergency Contact Numbers

EMERGENCIES

S.E.S.....13 25 00
 DFES Info Line.....1300 657 209
 ATCO Gas.....13 13 52
 Main Roads WA.....13 81 38
 Western Power.....13 13 51
 Aqwest faults97913272

LOCKSMITHS

Southern Lock & Safe.....9721 8200
 Procure Locksmiths.....9750 5300



Bunbury

Police 9722 2111
 Fire 9726 0746
 Ambulance 9791 4999

7.5 For more information

For further information concerning Alliance Housing, please view our Website or contact our office.

Pamphlets can also be found at our Office Reception.

7.6 Other Websites

Below is a website that you might find helpful, concerning Concession entitlements for other expenditure that you may incur in daily living.

 <http://www.concessions.wa.gov.au/Pages/default.aspx>

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ConcessionsWA

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ConcessionsWA

ConcessionsWA is an easy-to-use online resource where you can search by category, concession card type or people group to find details on more than 100 rebates, concessions and subsidy schemes provided by the Government of Western Australia.

Find your concessions...

[By Category](#)
[By Card Type](#)
[By People Group](#)













Accommodation and Housing

Arts and Culture

Education, Training and Employment

Health and Disability

Household Bills and Appliances

Legal

Regional

Seniors Card Benefits

Sport and Recreation

Tourism

Travel and Transport

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