

Life Without Barriers
Specialist Disability
Accommodation (SDA)
Handbook

TENANT HANDBOOK



WE
LIFE WITHOUT BARRIERS
WE



Welcome to your home with Life Without Barriers. Thank you for the opportunity to partner with you and your family and friends in providing you with Specialist Disability Accommodation (SDA).

This Handbook has been developed to accompany your Accommodation Agreement and provide you with an overview of the roles and responsibilities for individuals, families and carers and Life Without Barriers as your SDA Provider.

SDA does not refer to the disability support services that you receive but to the home in which these services are delivered. SDA may include specialist designs for people with very high support needs or may have a specific location or features to provide more complex or costly supports to assist in maintaining independent living.

This Handbook aims to assist you to find out everything you need to know about renting your home through Life Without Barriers. You will find information about your rights and responsibilities and the responsibilities of Life Without Barriers as your Accommodation Provider.

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In the spirit of Reconciliation, Life Without Barriers acknowledges Aboriginal and Torres Strait Islander peoples as the Traditional Owners and Custodians of this country, and their connection to land, water and community. We pay our respect to them, their cultures and customs, and to Elders both past and present.

1.

OVERVIEW



ABOUT LIFE WITHOUT BARRIERS

Life Without Barriers (LWB) is a registered NDIS provider registered to provide Specialist Disability Accommodation (SDA).

We have a long history of over 30 years of providing services supporting people with a disability, children, young people and families, older people, people with mental illness, people who are homeless and refugees and asylum seekers in over 440 communities across Australia.

Our work at Life Without Barriers is guided by the key elements of independence outlined by the United Nations Convention of Rights for People with Disabilities. Specifically:

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

Life Without Barriers is firmly committed to the rights of all people to make the choices affecting their life and we proudly champion opportunity for all.

We have a stated purpose to partner with people and change lives for the better and as an organisation we strongly believe a society where everyone can participate is a stronger, more resilient and more connected society.

We are a values-based organisation and all that we do, the decisions we make, and the approach we take is determined by our five core values. Through this value driven support we will strive to consistently ensure your choice, control and independence and that you are provided with quality accommodation.

Whatever type of support we provide you can expect that our team will be true to our values in everything we do.

Our values are:



WE BUILD RELATIONSHIPS

We are people-people. Relationships come first. Listening helps us understand.



WE ARE IMAGINATIVE

We are imaginative in our thinking and open to new ideas and ways of doing things.



WE ARE RESPECTFUL

We are respectful and caring in our dealings. We see the big picture but never lose sight of detail. We welcome diversity.



WE ARE RESPONSIVE

We are responsive to needs, determined to get things done and do them well.



WE ARE COURAGEOUS

We are courageous in our convictions. We stand up for what we believe in.

2.

WHAT IS SDA AND SIL?



WHAT IS SPECIALIST DISABILITY ACCOMMODATION (SDA) ?

Specialist Disability Accommodation (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. Life Without Barriers is a Registered Specialist Disability Accommodation (SDA) Provider under the National Disability Insurance Scheme (NDIS).

WHAT IS SUPPORTED INDEPENDENT LIVING (SIL) ?

Supported Independent Living (SIL) are supports that 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. Life Without Barriers is a Registered Supported Independent Living Provider under the NDIS

THE DIFFERENCE BETWEEN SDA AND SIL.

SDA is the home an individual lives in, while SIL is the disability supports delivered in that home to help maintain independent living.

3.

COMMUNICATION

As your SDA Provider, we are here to help you exercise your rights as a tenant.

We will work with you and your representative to support and enable your choice and control.

We will answer any questions, and resolve any concerns or issues that may arise when you move in, or during your tenancy.

Your main point of contact is your Property Manager. Their details are:

Name: *Fill in Property Manager details* _____

Contact details: _____

We look forward to working with you to make your home the place you want it to be.



4.

YOUR RIGHTS AND RESPONSIBILITIES



We all have a role to play in ensuring your safety and that you have safe and secure housing at all times. This includes the following key areas for Life Without Barriers participants, families, and carers:

YOUR RESPONSIBILITIES

You agree:

- To make SDA rental payments on time to Life Without Barriers
- To ensure that SDA funding remains in your NDIS plan
- That Life Without Barriers properties will only be used for residential purposes
- To respect the privacy and comfort of other participants and be courteous to everyone at all times
- To treat Life Without Barriers staff and contractors with courtesy and respect
- To inform Life Without Barriers if you have any holidays planned or if you will be absent from the property
- To not intentionally damage any part of the property including your own room
- That any cancellation of services or agreement will be provided in the required notice period (as detailed in this Handbook and Accommodation Agreement)
- That Life Without Barriers and the SIL provider will work with you and your family to ensure all available bedrooms in the property are occupied.

YOUR FINANCIAL MANAGER

- If you have a financial manager, guardian or administrator they will need to ensure your rental payments are made on time.

PARTICIPANTS, FAMILY AND FRIENDS

- All participants, families, carers and visitors must treat everyone including staff and other tenants with courtesy and respect at all times. Violent or aggressive behaviour will not be tolerated.



Life Without Barriers is firmly committed to the rights of all people to make the choices affecting their life and we proudly champion opportunity for all.

5.

LIFE WITHOUT BARRIERS – RESPONSIBILITIES



LIFE WITHOUT BARRIERS WILL :

- Maintain your property in a good state of repair and ensure the property is safe and secure at all times.
- Take all reasonable steps to ensure you have peace and comfort in your property
- Treat you and your family with courtesy and respect at all times and listen and respond to any feedback or complaints that you may have
- Provide solutions and action quickly to any problems or issues that might arise
- Respond in a timely manner to requests for maintenance
- Ensure the property is fitted with adequate locks and security features
- Ensure that tenancy related notices are actioned and you are made aware of your right to seek review of a decision
- Take all necessary steps to fulfil our obligations to workers and other people at the property under Work, Health and Safety regulations
- Enter into an Accommodation Agreement with you made for the purpose of providing you with SDA under your NDIS Plan
- Ensure that the Accommodation Agreement entered into with you includes your rights and responsibilities, your rent payments, Life Without Barriers' responsibilities, how repairs are made to the property, and information about accommodation continuity in times of an emergency
- Provide you with a signed copy of your Accommodation Agreement
- Assist you if there is a need to replace the SIL Provider at the property
- Provide the required notice if we need to end your Accommodation Agreement
- Protect your privacy and confidential information at all times and contact you within five (5) business days if our contact details change

- Consult with you to obtain a good match of co-residents when there is a vacancy to be filled at your residential location
- Consult with you and work with your SIL provider if there are behaviours of concern at your residential location that are interfering with your quality of life.

CONFLICT OF INTEREST AND RELATIONSHIPS

Life Without Barriers is a registered SDA provider under the NDIS, and there are rules and practice standards that we must follow to ensure we are meeting our obligations.

One of these rules is that the Accommodation Provider must work in partnership with the registered SIL Providers. The two providers have separate roles:

- The Accommodation 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.

Sometimes there may be a relationship between the two providers which means they are not completely independent. You need to be comfortable with the relationship between your Accommodation Provider and your SIL provider. This will be discussed with you when you work through your Accommodation Agreement.

If Life Without Barriers is your SIL Provider, we will provide you with a separate Service Agreement for your SIL supports. The Accommodation Agreement is only for your SDA supports.

Within Life Without Barriers, responsibility for SIL service provision and SDA service provision are managed and supported in two separate and distinct operational areas, with separate structures and different executive leadership:

- SIL Service Provision is provided through our Client Services teams, reporting to the Deputy Chief Executive Disability & Mental Health
- SDA management is provided through the National Disability Housing Unit, reporting to the Deputy Chief Executive Emerging Business.

Life Without Barriers is committed to the pro-active management and documentation of any perceived or actual conflicts of interest that may arise in the delivery of these services.

6.

PAYMENT OF RENT



HOW IS THE SDA PAID FOR?

Your accommodation is paid for from two sources:

1. Reasonable Rent Contribution (RRC) paid by you from your personal income (eg: your pension).
2. SDA payments made by the NDIS

WHAT IS THE REASONABLE RENT CONTRIBUTION?

The *NDIS Pricing Arrangements for Specialist Disability Accommodation* set out what is known as the Reasonable Rent Contribution. This is the amount you are required to contribute to the cost of your housing.

HOW MUCH IS MY RENT?

The Reasonable Rent Contribution to be paid by you is:

- 25 percent of the maximum basic rate of the Disability Support Pension

Plus: if you receive a Pension Supplement – 25 percent of the Pension Supplement Received

Plus: if you receive a Youth Disability Supplement – 25 percent of the Youth Disability Supplement Received

Plus: if you receive Commonwealth Rent Assistance – 100 percent of Commonwealth Rent Assistance received. The Reasonable Rent Contribution is the same whether you receive a Disability Support Pension or have a different source of income.

Note: The basic rate of the DSP is the amount under the "Social Security Act 1991" that is the maximum basic rate for a person who is not under 21 and not a member of a couple.

SDA PAYMENTS

The NDIS makes an additional payment to SDA Providers on behalf of participants who have SDA funding in their plan.

These payments are claimed directly from the NDIS by Life Without Barriers.

The SDA payment contributes to additional costs involved in providing purpose-built disability housing. They do not cover personal modifications, or the provision or maintenance of personal equipment or assistive technology.

You and your Support Coordinator, if you have one, have responsibility for ensuring that the correct level of SDA funding for your accommodation is included in your NDIS Plan.

RENTAL INCREASES

Because the Reasonable Rent Contribution is calculated as a percentage of the Disability Support Pension, the payment you make to Life Without Barriers will be adjusted in line with any increases to the Pension and Pension Supplements.

Life Without Barriers will provide at least 60 days' notice in writing of any increases that will occur in your rental payments.

RENTAL BOND

No rental bond is required for SDA.

OTHER PAYMENTS

Payment for your living expenses will be collected as part of your Service Agreement with your SIL provider.

WHAT IF I GO ON HOLIDAYS?

If you go on holiday or if you are temporarily absent from the property for a period of time, up to a maximum of 60 days, you are required to tell Life Without Barriers and you are still required to make your agreed rental payments.

If you are absent from the property for more than 60 days, Life Without Barriers may terminate your Accommodation Agreement.

HOW DO I MAKE MY RENT PAYMENTS?

You will be asked to indicate how you wish to make accommodation payments on the Accommodation Agreement. Options for you to consider include; Centrelink Direct Payment; Electronic Transfer (EFT) or Direct Debit.

If you choose the option of Electronic Funds Transfer you will be requested to make payments to the following bank account:

BSB Number: 032-501

Account Number: 228173

Account Name: Life Without Barriers

Payment Reference: Customer Name and Service ID if known

7.

ENDING YOUR SDA AGREEMENT



WHAT IF I WANT TO MOVE OUT?

If at any time you would like to leave the property, Life Without Barriers requires 60 days' notice in writing of your intention to vacate. Any rental payments will be required until the end of the notice period unless otherwise agreed. All belongings must be removed from the property once your SDA Agreement ends.

WHAT IF LIFE WITHOUT BARRIERS NEEDS TO END YOUR AGREEMENT?

If Life Without Barriers needs to end your Accommodation Agreement, we will arrange a meeting with you, your family or carer, your representative (if you have one) the property SIL provider, and Support Coordinator and any other supporters you require. This meeting will consider whether you require additional supports to enable you to remain at the property.

Life Without Barriers will provide you with a minimum of 90 days written notice and work with you to find a new property and/or SIL provider that is appropriate for your needs, taking into consideration your NDIA funding and preferences.

Reasons Life Without Barriers may end your Accommodation Agreement include but are not limited to: the accommodation no longer meets your support needs, you no longer require Specialist Disability Accommodation, or the dwelling is no longer able to be used as Specialist Disability Accommodation.

If you are using the property for an illegal purpose, have not paid your required rental payment following overdue notices, are no longer funded for Specialist Disability Accommodation, have intentionally caused damage to the property, or cannot be supported at the property without causing serious risk of harm to others, Life Without Barriers will determine that a different notice period is appropriate and you will be provided with the detail of this notice in writing. This may include ending the Accommodation Agreement immediately.

WHAT IF I FEEL THAT I HAVE BEEN UNFAIRLY TREATED BY LIFE WITHOUT BARRIERS IN ENDING THE AGREEMENT?

If you feel that you have been unfairly treated by Life Without Barriers in ending the Accommodation Agreement, then you can contact us directly to discuss it.

You can also contact the NDIS Quality and Safeguards Commission, or an independent Advocate. Please refer to the “Feedback, Complaints and disputes” section detailed in this Handbook.

VACATING THE PROPERTY

When you leave the property, you are responsible for:

- Moving your furniture and all of your belongings out of the property by the date you leave or as required by Life Without Barriers
- Cleaning the property
- Ensure all accounts are up to date and paid including rental payments.

8.

CHANGES TO THE SDA AGREEMENT

If changes to the Accommodation Agreement are required, you (and/or your representative) and Life Without Barriers agree to discuss and review the Accommodation Agreement. You can ask for the SIL Provider and the NDIS Support Coordinator to be included in the discussion. The parties agree that any changes to the Accommodation Agreement will be in writing, signed and dated by the parties.

If there are changes to your support needs Life Without Barriers will discuss housing adjustments or alternate housing options with you, your family/representative and SIL Provider. The primary focus will be to work together to maintain your current tenancy, however other options including moving to another property managed by LWB, or alternate housing options, may also need to be considered.



9.

MANAGING VACANCIES IN SHARED LIVING ARRANGEMENTS



Life Without Barriers will work together with the SIL Provider to manage any vacancies which arise in your accommodation.

Vacancies are advertised and applications invited. Your SIL provider will arrange a house meeting to consider the suitability of applicants, including representation from current residents, at which the views, preferences and needs of current residents will be considered.

Where practical, shortlisted applicants will be invited to meet you and other residents as part of the assessment process

The applicant recommended by the SIL Provider will be proposed to the Accommodation Provider, who will confirm if the applicant has the required funding, and that the property is suitable for their support needs.

10.

RISKS TO TENANCY RELATING TO BEHAVIOURS OF CONCERN



If your behaviour is of concern and putting your tenancy at risk, Life Without Barriers will discuss options with you, your family /representative, Support Coordinator and SIL Provider. The primary focus will be to work together to maintain safe tenancy, however other options including alternate housing options may also need to be considered.

This could include exploring new specialist “Robust” housing which has been built for people with high behavioural support needs, and is designed to keep residents and staff safe, and to minimise property damage.

We have a stated purpose to partner with people and change lives for the better.



11.

MAINTENANCE



HOW DO I REQUEST PROPERTY REPAIRS OR MODIFICATIONS?

Life Without Barriers is responsible for providing maintenance and repairs to your home.

If you notice any maintenance or repairs that are required, you can make a request to Life Without Barriers yourself, or you can ask your SIL Provider to make the request for you. The contact details for the National Disability Housing Unit can be found at the back of this Handbook.

If you require any modifications to be made to the property for your support needs (for example the installation of ramps or hoists in the property) your Support Coordinator can apply to the NDIS for funding for these modifications.

You will require permission from Life Without Barriers for these modifications to be made.

You would be required to pay Life Without Barriers for any alterations not funded by the NDIS

HOW LONG WILL REPAIRS TAKE?

Each repair or alteration request will be assessed on an individual basis and take into account the health, safety and well being of all participants.

WHAT IF I DAMAGE THE PROPERTY?

If you intentionally damage or destroy any part of the property, you must contribute to the cost of repairs. Life Without Barriers will meet with you and/or your representative to discuss your contribution to the repairs and how your payments can be made.

INSPECTIONS AND PROPERTY ACCESS

Life Without Barriers can visit and inspect the shared areas of the property at any reasonable time.

Repairs, cleaning, maintenance, upgrades and renovations of the shared areas can be done by Life Without Barriers at any reasonable time.

Life Without Barriers may need to enter your room from time to time, and we will give you notice as set out below:

Reason access is required	Notice period
In an emergency, or to carry out emergency repairs or inspections	Immediate access
To carry out general repairs and maintenance	24 hours
To carry out any other works, including structural works or property upgrades	24 hours
To show the room to a prospective resident after notice to terminate has been given	48 hours
To carry out inspections	48 hours
For any other reason	48 hours

If the property owner needs to access your home (including your room) for repairs, maintenance, renovations or to sell the property, they will advise Life Without Barriers who must advise you using the time frames shown above.

12.

SUPPORT PROVIDERS



Choice and control is a key principle of the NDIS, and you have the right to choose your SIL Provider without needing to move from your home.

You can ask to change your SIL Provider, even if this is Life Without Barriers.

If you live alone, you can advise us you wish to change your Support Provider and propose a new Provider. We will need to meet this provider, and ensure they meet all the requirements for NDIS Registration and quality compliance.

We will then enter an Agreement for them to become the SIL Provider for you at your current home. They will commence a new Service Agreement with you for your SIL supports. Your Accommodation Agreement will not change.

If you live in a shared home with other residents, there is a process described in your Accommodation Agreement for a vote on a proposed change.

Two thirds of voters must agree to terminate the current SIL Provider, and to choose a new SIL Provider. Your Accommodation Agreement with us will not change.

Your Accommodation Provider can also change your SIL Provider at any time if;

- the SIL Provider is de-registered by the NDIS Quality and Safeguards Commission
- the SIL Provider becomes insolvent or is subject to an insolvency event including administration
- the SIL Provider has engaged in inappropriate or illegal conduct

Life Without Barriers will guide you through a step-by-step process if you wish to change the SIL Provider. The process will include obtaining proposals from other SIL Providers, house meetings, voting and nominations for the new provider to be chosen. The details of this process are outlined in your Accommodation Agreement.

Life Without Barriers may appoint a temporary SIL Provider to deliver supports at the property without consultation with you only if:

- your agreement with the SIL Provider has been terminated and you have not yet chosen a new SIL Provider, or you have chosen a SIL Provider and they have not started delivering supports
- Life Without Barriers has terminated the agreement which gives the SIL Provider access to the property or:
- In any other circumstances where a SIL Provider is required to support you and the other occupants of the property at short notice and the provider is unable to do so.

A temporary SIL Provider is a temporary arrangement which cannot last longer than 90 days.

Where a temporary SIL Provider must be urgently appointed, Life Without Barriers will give you 5 days after they have appointed a temporary SIL Provider to decide whether you will agree to the temporary SIL Provider being appointed.

13.

EMERGENCIES & NATURAL DISASTERS



Life Without Barriers aims to provide a safe home for all residents.

Safety features of your home will include, fire alarms and fire equipment, and may include sprinklers. Building evacuation diagrams will be posted on the wall/s in your home.

These safety features will be shown and explained to you, your family/representative, and SIL Provider, with consideration of your preferred communication method.

Life Without Barriers is responsible for the maintenance of fire and safety equipment in properties and the SIL Provider is responsible for training staff to use relevant equipment.

In the event of an emergency or natural disaster, your SIL Provider must have plans in place including a Personal Emergency Evacuation Plan (PEEP) for you. Evacuation procedures for you will be coordinated by the SIL Provider, and staff will assist you to evacuate the dwelling.

This may mean arranging for you to move to a safe place, and could include overnight emergency accommodation for a short period of time.

If your home has been damaged, or if it is not possible for you to safely return to live in it, your SIL Provider will contact Life Without Barriers. We are responsible for arranging safe temporary accommodation for you.

We will consult with you and your SIL Provider to arrange suitable options for temporary accommodation, which could include another SDA property, or a hotel. Your SIL Provider will continue to support you in the temporary accommodation.

We will provide temporary accommodation for up to 90 days. If your home has not been made safe for your return by that time, we will discuss alternative long term accommodation options with you.

14.

PRIVACY

Life Without Barriers agrees to comply with all relevant Privacy Laws in the way it holds, uses and shares your personal and health information, including your NDIS or DSOA plan.

Life Without Barriers may ask that you sign a written consent which allows Life Without Barriers to share your personal and health information with the SIL provider or another person/entity. You do not have to sign the consent form and if you do sign you can always withdraw your consent later at any time.

If you do not provide your consent to share your personal and health information, it does not mean that Life Without Barriers can't share your personal and health information, but without your consent we must comply with the relevant Privacy Laws before we share your information.



15.

DISPUTE RESOLUTION

Wherever possible, Life Without Barriers and the SIL Provider will work together with you to resolve any issues or disputes. Where an informal approach cannot bring any dispute to a speedy resolution, our staff will support you to access the relevant tenancy resolution service in your State or Territory.



16.

RECORD KEEPING

Life Without Barriers agrees to keep full and accurate accounts and financial records of all payments made by you, repairs, maintenance or insurance records for your home and any complaints which we have received for 5 years from the date each record is received.

If you would like to view these records held by Life Without Barriers, please contact:

National Disability Housing Unit
Life Without Barriers

Email: disabilityhousing@lwb.org.au

Telephone: 1800 943 722

Life Without Barriers will endeavour to provide you with access to view the records held within 14 days of your request, unless otherwise required by law.



17.

FEEDBACK AND COMPLAINTS



Life Without Barriers will explain to you the complaints/feedback policy at the time you sign the SDA Accommodation Agreement.

If you have a concern about repairs or maintenance for your room or the home, or you wish to make a complaint about the accommodation, or if you have a dispute with another resident in the home and wish to make a complaint you can talk to your Property Manager at the National Disability Housing Unit. Their details are in Section 3 of this Handbook.

If you wish to give feedback or make a complaint and you would rather talk to someone from Life Without Barriers who is not involved in your day to day supports or accommodation, please contact our National Complaints Manger:

- Phone: 1800 721 226
- Email: complaints@lwb.org.au
- Post: PO Box 2226, Dangar NSW 2303 AUSTRALIA
- An online complaint can be made at:
lwb.org.au/contact-us/complaints-or-feedback

If you have an NDIS plan and you are not satisfied, or do not want to talk to the Life Without Barriers contact person, you can contact the NDIS Quality and Safeguards Commission directly:

- Phone: 1800 035 544
- TTY: 133 677
- National Relay Service: ask for 1800 035 544
- Website: ndiscommission.gov.au/contact-us/makeacomplaint

If you wish to seek independent advocacy to assist in your complaint feedback, this link lists a number of independent advocacy organisations across Australia:

<https://askizzy.org.au/disability-advocacy-finder>

In signing the SDA Accommodation Agreement, you acknowledge that Life Without Barriers has reporting obligations in relation to complaints made and will report any complaints as required by all relevant laws.

KEY CONTACTS :

Name	Phone Number
National Disability Housing Unit	1800 943 722
My Property Manager:	
My SIL Provider:	
If I have a complaint I can talk to	National Complaints Manager Phone: 1800 721 226 Email: complaints@lwb.org.au





This Handbook has been developed to accompany your Accommodation Agreement and provide you with an overview of the roles and responsibilities for individuals, families and carers and Life Without Barriers as your SDA provider.

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