



Churches Community Housing Ltd

Churches Community Housing

Supported Housing Protocol

A practical guide for church organisations

Researched by

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for

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1. FOREWORD

There has never been sufficient housing for people who also have support needs. This is in part due to discrimination, a lack of access to decision making processes, a perception that the type of housing that could be provided would be inappropriate, a lack of funding and the cost associated with the provision of modified or specifically designed housing.

Despite this, church organisations have a long tradition of seeking to meet the housing needs of those within their communities and especially of those with support needs. In recent years the increasingly complex nature of housing management and support provision has seen growth in the number of church organisations developing partnerships with other government and non-government organisations, in order to bring the skills and resources that are needed to provide professionally delivered community housing with support.

The following protocol is intended as a guide to church groups interested in providing community housing for people who have support needs. The principle underpinning the protocol is that partnerships bring a range of different and necessary skills which can improve the quality of programs that provide housing with support.

The protocol can be used by those who are embarking on a partnership or by those who are seeking to improve a partnership that is already under way. The strategies are based on a literature review as well as focus groups and interviews with church and non-church organisations that are involved in partnerships that provide housing with support.

Section 2 *Ideas To Get You Started* presents a range of approaches to providing housing with support.

Section 3 *Planning Your Service* poses a number of questions to be considered when planning what your service will look like.

Section 4 *Developing Partnerships* looks at choosing a partner or partners, the need to take the time to develop trusting relationships, embarking on your partnership, maintaining your positive relationship and addressing conflict between partners.

Section 5 *Informal Partnerships* looks at the role of informal partnerships.

Section 6 *Formal Partnerships* looks at service agreements and what should be included in them.

Section 7 *Roles & Responsibilities* lists a range of tasks that can be divided up between partner organisations.

Section 8 *Complaints & Appeals* looks at complaints and appeals from both tenants and clients and neighbours.

Section 9 *Issues to consider* looks at the issue of separating housing and support, it reminds partners to assess and if possible mitigate against risks, and it outlines the difference between tenants and boarders/lodgers.

Section 10 *Partnership Profiles* Profiles two partnerships between supported housing partnerships involving church based organisations.

Section 11 *Methodology* outlines the process used to develop the protocols.

Section 12 *References* lists a range of useful resources.

Appendix 1 *Sample Service Agreements* provides a range of service agreements in use within the community housing sector.

2. GETTING STARTED

There are many ways to provide community housing for people who have support needs. Different approaches include:

- ❖ Provision of on-site support, with varying levels of interaction
- ❖ Housing linked formally to off-site support services
- ❖ A support agency has the right to select (or 'nominate') tenants for housing that is managed by a housing provider, in return for giving an agreed level of support to the tenant to help sustain their tenancy
- ❖ Coordination of a range of services to individual clients in their home

Church organisations currently use a range of models in the provision of housing with support. For example:

- ❖ The church organisation provides the housing stock, while a collaborative management committee (comprised of a local council, parish and support agency) oversees property management and fundraising. The support agency then has 'nomination rights' (they select the clients to be housed) and are responsible for providing support.
- ❖ The church and a community support organisation collaborate, whereby the church provides the housing stock and the support organisation has 'nomination rights' (they select the clients to be housed). Support provision, however, is shared. Each tenant is allocated a support person from the community support organisation and a volunteer from the parish and a specific support plan is developed. A parish committee is responsible for maintenance while the community support organisation fulfils other housing management tasks.
- ❖ The church organisation fulfils both housing management and support roles, with the provision of funds for housing stock and staffing coming from the Departments of Housing and Health through an expression of interest process.
- ❖ The church organisation organises a package of support for particular tenants they have 'nominated' (selected) for vacancies at a local housing association.
- ❖ The church organisation has acquired responsibility for housing stock through a government funding program and pays a fee to a local housing association to undertake both property and tenancy management.

Two current approaches are profiled in Section 10.

The effectiveness of particular approaches depends in part on how they are developed and implemented, the level of commitment of the parties involved, the capacities of the staff involved and the availability of resources, in particular for housing management and support.

Church organisations interested in using partnerships to provide community housing for people who have support needs will approach this task from different starting

points. Some may already have informal relationships with potential partner organisations while others will be starting from scratch. Where an organisation is up to in its thinking and its existing relationships will shape the process of planning and coordinating partnership arrangements, as well as which service provision model is to be used.

3. PLANNING YOUR SERVICE

When thinking about providing community housing for people with support needs some parameters may already be set by funding arrangements or by a potential partner. For example, if entering a partnership with a support agency that provides medium term housing for single mothers, the question of what type of clients will be housed and for how long has already been determined. Regardless of this it is useful to step back and ask some initial key questions:

“WHY do you want to provide community housing for people with support needs?”

“WHAT do you want to accomplish through this program or service?”

“HOW will you achieve these outcomes?”

3.1 Your purpose

“WHY do you want to provide community housing for people with support needs?”

Your purpose could be:

- ❖ to provide appropriate, affordable long-term supported housing to homeless men in the Hunter region, and
- ❖ to provide cost effective, professional support and advocacy services to clients

It is important to think carefully about the motivations for who you want to house, in particular to avoid stereotyping and tokenism. Consider whose agenda is being met and the needs of the local community. Also ensure all levels of your organisation have effective involvement in making decisions.

3.2 Your desired outcomes

“WHAT do you want to accomplish through this program or service?”

Your outcomes could be:

- ❖ To enhance the living skills of residents to allow them to live independently within the community

Having established your purpose and outcomes it is possible to look at the strategies that will help achieve them.

3.3 Your strategies

“HOW will you achieve these outcomes?”

A strategy to allow clients to live independently within the community could be to provide all tenants with a legal tenancy agreement, which affords them the same

tenancy rights as other tenants in NSW and to make appropriate referrals to drug and alcohol services.

A strategy to provide cost effective, professional support and advocacy services to clients could be to develop a partnership agreement with a housing provider.

3.4 Your service characteristics

When thinking about your desired outcomes, it helps to consider the characteristics that will define your service. For example who will be housed and for how long? If a partner has already been identified then it is important to do this thinking in collaboration, as this will help all parties feel a sense of ownership of the process and outcomes.

Checklist

The following checklists will help you make good decisions about your desired outcomes and how to achieve them.

- ✓ Who will be housed?
 - ❖ Will the program house people who fit a particular need category, for example people with a physical disability, or will it focus on the needs of individuals and hence house people with mixed needs? Research suggests that needs can be better met if accommodation focuses on individual needs and not specific disabilities. This can help avoid transition, where tenants have to move as their needs change, which can be particularly detrimental for those with mental health issues.
 - ❖ Is the decision on who to house to be based on an analysis of needs within the local and/or broader community and if so who will conduct it?
 - ❖ Will there be consultation with potential tenants and the local community?
 - ❖ Do all levels of your organisation have effective involvement in making decisions on who will be housed?
- ✓ What degree of support will be provided?
 - ❖ Duration of support
 - Will the program provide 24-hour on site assistance or up to five hours support per week, for example, or a combination of the two on one site?
 - ❖ Management of support
 - How will the program ensure tenants have meaningful involvement in defining their own support needs and in decision making around their support provision?
 - Will the support be provided by a principle agency that appoints a case manager who liaises with other support providers or will tenants have multiple support providers who come together at case management meetings?

- ✓ How long will people be housed for?
 - ❖ Will the housing be transitional housing (short to medium term), long term or a combination?
 - ❖ If the housing is long term will individuals be able to remain in their particular property as their needs change?
- ✓ What type of accommodation will be provided and where will it be located?
 - ❖ Will the housing consist for example of individual units in a block managed by the project, a shared house or separate properties?
 - ❖ Will the type and location of accommodation be dictated by what a project partner can bring to the relationship? For example, a church organisation or local council may already have housing stock or land; a church organisation and a community housing association may bid for specific housing stock through a government funding program; or particular support services, with whom a partnership is established, may only operate in a certain catchment area.
- ✓ What *tenancy* management principles will be applied?

(See Section 9.3 *Tenants VS Boarders & lodgers* for more detail on this issue)

- ❖ Will you offer tenants better than the legal minimum in terms of tenancy conditions?
- ❖ Will you treat your residents as tenants or as boarders/lodger and how will the Consumer Trader and Tenancy Tribunal define their status?
- ❖ If your residents are to be treated as boarders/lodgers how will your organisation ensure that client rights are maintained?
- ❖ Will tenants sign a Tenancy Agreements and will they be 'fixed term' or 'continuing'? Some issues to consider include:
 - tenants may spend long periods away from home due to hospitalisation or other reasons
 - tenants may reject support, want to change support provider or no longer need support
 - tenants may want the option of leaving after a fixed time if they do not benefit from or like the arrangement
 - tenants need to understand the separation of tenancy and support responsibilities and the role of each partner organisation
- ✓ What *service* management principles will be applied?
 - ❖ Will housing management and support provision be separated between the partners? (See Section 9.1 *Separating housing and support* for more detail on this issue)
 - ❖ Will partners enter a formal contract or service agreement? (See Section 6.1 *Service agreements* for more detail on this)

- ❖ Will a steering committee, comprised of a range of stakeholders including clients, oversee the program?
 - ❖ Will one partner provide services to the other on a fee-for-service basis?
 - ❖ Will agreements between support and housing providers be tied to a particular dwelling? In longer term housing this can be problematic if the tenant no longer needs support. Instead consider acquiring another property for the project so the tenant can remain in the same house.
- ✓ What service quality principles are important for the project?
- ❖ To what degree will tenants participate in decision making about the program, including both housing and organisational management? If possible service users should be involved in all stages of program development, including planning, implementation and monitoring of the project¹
 - ❖ Partners could agree on the principle that:
 - clients define the quality of the service they receive — if a client is not satisfied then service quality needs to be addressed
 - the rights of clients are central to all decision making
 - the service seeks and values diversity amongst its clients and staff
 - the service strives for high standards of fairness and equity
 - the service will operate with clear lines of accountability
 - policies and procedures will meet industry standards

¹ An excellent guide on building genuine consumer participation is *The Right to have say: A kit of tools for Consumer Participation* (see reference list).

4. DEVELOPING PARTNERSHIPS

Partnerships can be a cost effective way to bring the range of skills that are necessary to provide professional housing with support.

4.1 Choosing a partner or partners

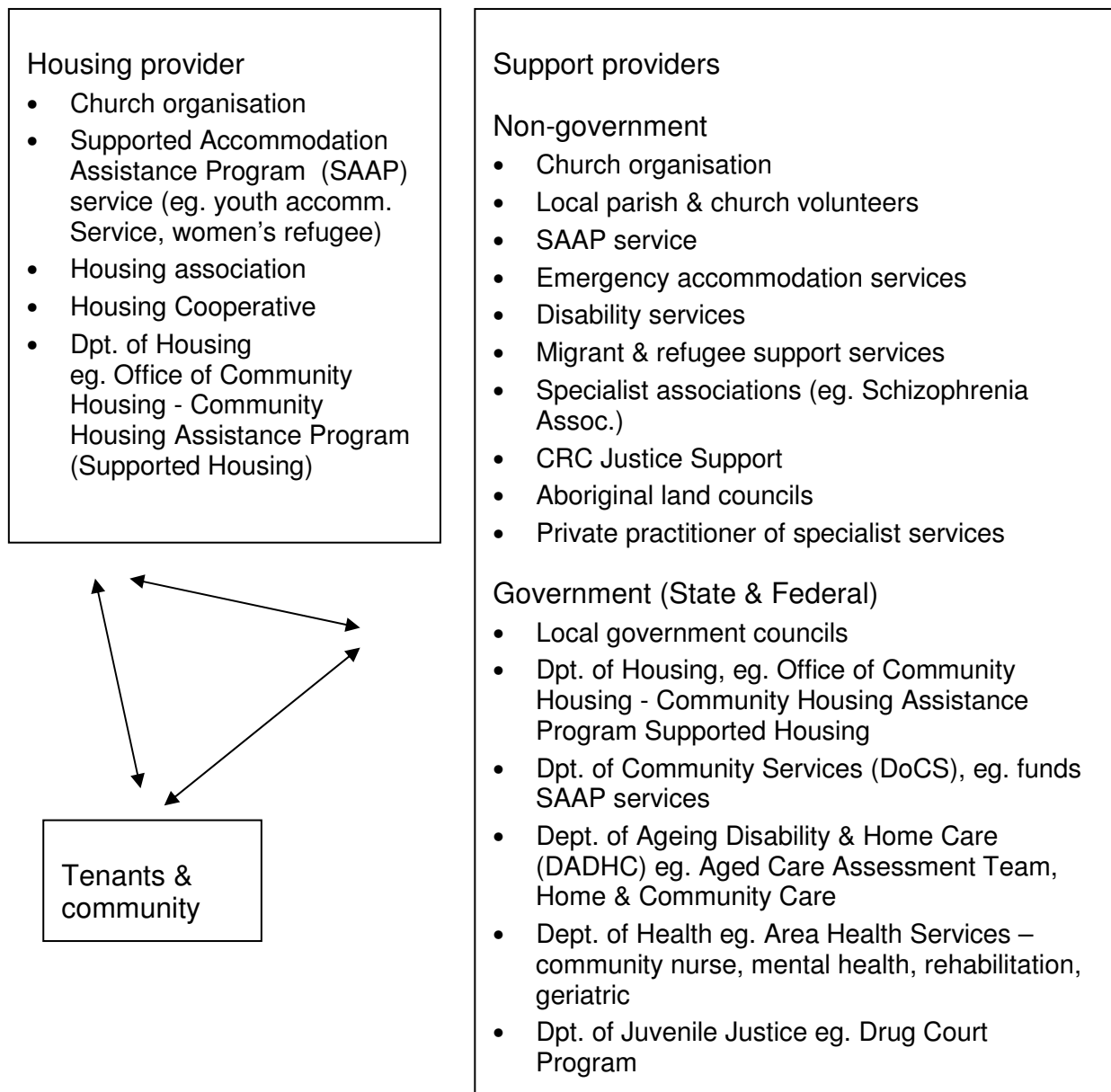
Partnerships between organisations are also relationships between individuals. As in a social context, they can develop naturally over time or they can be quite deliberate. For example a relationship between organisations may grow once managers who attend regular inter-agency meetings become familiar with the goals and philosophies of the other organisation. Conversely, a parish member who sits on the board of a disability support organisation may approach their church requesting housing stock and capital.

Research indicates that the more successful partnerships have carefully thought through who should be involved. A range of partners may be necessary. For example if the service is to focus on the needs of individuals, rather than specific disabilities, then new partnerships would be developed to support particular clients as their needs change. This is a valuable approach because people don't fit into discrete boxes. Someone who needs support for a drug addiction may also have a mental illness. A service that caters to those with mixed needs may be better able to provide flexible supported housing than one that focuses on one specific need to the exclusion of others.

Successful partnerships will also depend on whether a compatible working relationship can be established. It helps if the organisations know each other before developing the partnership, be they government or non-government, as this will reveal whether organisations share the same philosophy with regard to service delivery, have the capacity to respect and trust each other and have confidence in the professionalism of their potential partner.

There are a wide range of potential program partners who can help church organisations realise their goals. These include prospective tenants, local community, local parish, local government, specialist agencies, private practitioners of specialist services, State and Federal government.

Potential service partners



4.2 Taking the time to develop trusting relationships

Taking the time to develop relationships also allows you to get to know what the other organisation does and to understand the client group it serves, how staff operate, the philosophies that underpin the service and their work ethic. Most importantly it allows trust to develop which is imperative.

Checklist

The following checklist will help you think of ways to meet and develop relationships with potential partner organisations.

- ✓ Attend inter-agency meetings — these are a good way to find out about local services, especially those with whom you have had little contact, eg. attend an Aboriginal organisation inter-agency
- ✓ Set targets for the year — for example attend 4 inter-agency meetings
- ✓ Make phone contact and visit local organisations — personal contact is usually more effective than communication via the mail
- ✓ Invite other services to visit your organisation — perhaps over lunch or afternoon tea
- ✓ Attend each others management meetings to discuss the potential partnership. Having support from the top of the organisation is invaluable. If working with government it is important to communicate with those who are in a high enough position to make decisions.
- ✓ Do voluntary work in your local community can also help to build networks and relationships.
- ✓ Ensure you can fulfil any commitments you make, as failing to do so is the quickest way to destroy trust.

It is worth taking the time to build personal relationships with the staff, volunteers and management of potential partner organisations. Meeting in a social or informal context will give people time to get to know each other. This is especially valuable when you want to work with Aboriginal services, as it is essential that Aboriginal people be involved throughout the process.

4.3 Embarking on your partnership

Once appropriate partners have been identified service planning can be done in collaboration. Working together through the questions identified in Section 3 *Planning your service* will help partners develop a shared vision for the project.

Checklist

In addition to thinking about questions around the project (ie. its purpose, outcomes and strategies) partners need to:

- ✓ Identify a key worker (or volunteers, eg. board member) within each partner organisation with whom partners will liaise.
- ✓ Consider the benefits of the program and the partnership for each party.
- ✓ Recognise that each partner is an expert in their own area.
- ✓ Identify the existing strengths of partners and any specialised skills that the project needs.

- ✓ Ensure you have your partner's trust and commitment at a management level. This is particularly important when working with government — the project will only progress if those with the ability to commit resources are on board.
- ✓ Develop a written 'in principle' agreement and an implementation plan.
- ✓ Establish clear expectations as these can help overcome misunderstanding and disappointment further down the track.
- ✓ Establish project milestones and timing for their implementation. This may need to include the time it takes time to develop and maintain the trusting relationships that are necessary for a successful partnership.
- ✓ Identify project risks, assess which are acceptable and which are not, and develop strategies to deal with these. For example conduct a SWOT analysis. That is, ask what are the strengths, weaknesses, opportunities and threats facing the partnership and service and how can you build on our strengths and opportunities and minimise the effects of the barriers in your way (weaknesses and threats)?

4.4 Maintaining your positive relationship

Once a partnership is under way it is important to take the time to maintain the positive relationships you have fostered.

Checklist

The following checklist will help you think of ways to do this.

- ✓ Don't just communicate with your partners when there is a problem.
- ✓ Build regular telephone and face-to-face meetings into your service agreement (see Section 6.1 *Service agreements: Items to be included in a service agreement*).
- ✓ Go for coffee after meetings.
- ✓ Invite your partners to your Annual General Meeting.
- ✓ Invite your partners to social events such as end of year parties and launches.
- ✓ Hold joint events such as a spring community BBQ.
- ✓ Ensure your partners receives material that your organisation produces, such as newsletters or reports.

4.5 Addressing conflict between partners

Maintaining regular communication means problems are more likely to be addressed as they arise. However, if a conflict develops partners (namely the key workers from

each organisation) should get together to discuss the matter as soon as possible, as unresolved conflict can undermine the partnership and compromise service provision.

If discussion does not resolve the issue partners can agree to meet with an independent mediator, for example from a Community Justice Centre. This approach could be written into your service agreement. So too could an outline of each organisation's management structure, as this will direct you to the relevant person in authority if communication breaks down with the person with whom you liaise. Also see Section 6.1 *Service agreements: Items to be included in a service agreement: Conflict between organisations.*

5. INFORMAL PARTNERSHIPS

Within the community housing sector a range of approaches are used to organise the relationship between parties who provide housing with support. These include informal arrangements or formal contracts between housing and support providers, steering committees comprised of a range of stakeholders or procedures for formal reporting to funding bodies. The most appropriate structure and process will be the one that supports the purpose, outcomes and strategies that have been identified for the project.

Informal partnerships are usually based on an unwritten agreement and an informal understanding between particular staff. The advantage of this approach is that it is flexible and can allow people to be housed quickly. However when key staff leave all this good will and understanding can be lost. While informal relationships are less time consuming in the short term, because they avoid the need to develop a written contract, longer term communication problems, for example, can be more time consuming to resolve and can undermine the whole project.

When entering partnerships, you need to weigh up the benefits of a quick response time and flexibility versus the problems that will inevitably arise when roles and responsibilities have not been clarified. One church organisation has sought to strike a balance between speed and security by implementing a skeletal interim three-month service agreement. This allowed people to be housed immediately while more detailed roles and responsibilities were worked out. While this approach brought flexibility, a number of problems were encountered, as roles were unclear.

6. FORMAL PARTNERSHIPS

Formal partnerships between parties can take different forms. In some cases a dominant partner dictates the terms of the relationship, for example government funding programs require fund recipients to commit to the conditions of the grant, which may or may not be well documented. In other cases there is a more equal relationship between partners who can jointly establish the scope of the relationship and document this in a service agreement (see Section 6.1).

Many church organisations that are involved in providing housing with support do so with government funds. It may, however, be difficult for church organisations to be confident before bidding for funds that program requirements suit them. Documented requirements, for both service provision and reporting, may be vague, unclear, unavailable or non-existent² and applications for grant funds usually have strict deadlines making it hard to pursue concerns. Another difficulty is that some grants require partnerships to be established before organisations bid for funds. As a result some organisations have found that meeting government expectations contradicts their organisational goals.

Church organisations should not assume a dominant partner, such as a government department, has thought through the roles and responsibilities for each party, even when funding programs have been operating for a number of years. The following section outlines items to be included in service agreements and roles and responsibilities for each party. It may be useful to consider these when weighing up the benefits of receiving funding versus the risks of working with unclear guidelines.

6.1 Service agreements

A service agreement is a written agreement between two or more parties to provide particular services, sometimes for an agreed price. These services may be defined very flexibly or in great detail and they may be drawn up by either party or jointly.

Research by the NSW Federation of Housing Associations shows that for housing associations, formal service agreements make a significant difference to the success of tenancies with support needs.³ While a good relationship on which to base the agreement is essential, it is not enough.

² A notable exception is the NSW Department of Health with whom partnerships are usually clearly structured. A *Joint Guarantee of Service for people with a mental illness* exists between the Departments of Housing and Health. This outlines the roles and responsibilities of each department with regard to people with a mental illness who have ongoing support needs. The Centre for Mental Health is currently reviewing the guarantee with a view to including non-government housing and support agencies.

³ NSW Federation of Housing Associations, *Report on Housing & Support: A Profile and Survey of Housing Associations with Support Agreements*, 2001

Written agreements are valuable because they:

- ❖ Make each party aware of their roles and responsibilities,
- ❖ Set out the characteristics of your serve. These are useful to refer to when relationships break down or staff leave,
- ❖ Stipulate the timing for evaluations to measure service performance,
- ❖ Provide advice on what to do is a partner breaches the agreement.

If a service agreement fulfils the legal definition of a contract they can create a legally enforceable relationship. To be defined as such a number of requirements must be satisfied including:

- ❖ There must be an agreement which sets out an offer that is accepted
- ❖ There must be an intention that the agreement be legally binding on the parties
- ❖ The parties must have the legal capacity to enter into the agreement — hence it is important to negotiate with a non-government organisation's management committee/board or someone with suitable authority in a government department.

Organisations should seek legal advice if they wish to make their agreement legally binding, for example, if the partnership is to involve the use of capital or housing stock. Partnerships that provide the commitment of support hours and nomination rights, for example, need not be legal as it is the effectiveness of the relationship that will generate successful outcomes — you're not going to go to court over the non provision of support.

Developing a service agreement

Collaboration during the development of a service agreement is a valuable way for both organisations to feel ownership of the agreement and to help develop the relationships upon which the partnership is based. Some non-government organisations feel that in many ways the process of developing the agreement in collaboration is as important as the resulting document as it will help to:

- ❖ develop a shared understanding and principles and
- ❖ reveal whether a partner organisation is functioning well at an organisational level and their professionalism (see Section 4: *Developing Partnerships*)
- ❖ confirm that both organisations want to enter the partnership as agreed.

Checklist

When developing a service agreement with government some additional factors need to be considered.

- ✓ Have support for the project from the top and at local levels within government — the project will only progress if those with the ability to commit resources are on board as well as those who have to do the work.

- ✓ Recognise that it may be inevitable that the practical tasks will need to be done by the non-government partner, for example organising meetings with agencies involved in the collaboration or developing program documentation including the service agreement. In this case the benefit of developing the program's principles and processes in collaboration may be outweighed by the need to actually get the job done. Also drafting the document gives you more control, as the partner who is given the written agreement is likely to only make small changes.
- ✓ Write into your contract the staff level of government employees with whom you will be communicating. Frequent staff turnover in government departments means you need to keep track of the workers position rather than the individual.
- ✓ Ensure your service agreement is not subordinate to other agreements the department may have. One non-government organisation found that while they collaboratively established a management agreement with a government department, it was continually challenged because it was not the department's official agreement. Non-government partners may need to frequently assert the primacy of the agreement or better still, have this written into the document.

Items to be included in a service agreement

Example service agreements are a useful base from which partners can negotiate and develop an agreement that meets the needs of both parties. Appendix 1: *Sample Service Agreements* contains a range of service agreements that are used within the community housing sector. Some are between non-government organisations while others are between non-government organisations and government departments.

Checklist

To follow is a list of all the items that could be included in a service agreement with government or non-government partners. You may decide that some of these items do not need to be specified in the service agreement. Instead, they could appear in the policies and procedures that govern the project.

- ✓ Parties to the agreement
- ✓ Period of the agreement
- ✓ Aims
- ✓ Objectives
- ✓ Strategies
- ✓ Housing management & support policies
- ✓ Communication between organisations
- ✓ Conflict between organisations

- ✓ Client complaints & appeals
- ✓ Information sharing & training
- ✓ Confidentiality
- ✓ Fee for service
- ✓ Evaluation
- ✓ Termination of the agreement
- ✓ Roles & responsibilities

Parties to the agreement

Note the name and address of the organisations that the agreement is between.

Signatories

Space should be provided at the end of the agreement for all parties to sign and date the document. This should include the name and position of the person signing. Some organisations also include a witness.

Period of the agreement

Specify the length of the contract and the date it starts. Will there be a trial period? When the period for the agreement lapses the agreement can be renewed, renegotiated or terminated.

Aims

Include a statement noting that “The aim of the agreement is to set out the roles and responsibilities for each party entering the partnership. These policies, and any which are written at a later date, should meet the program’s objectives.”

Objectives

Your objectives could be:

- ❖ To provide long term, secure affordable housing that is linked with support to people who have a physical and/or intellectual disability in southern Sydney.
- ❖ To ensure this housing is provided in a way that recognises the rights of tenants to:
 - Live in and be part of the community;
 - Make decisions affecting their lives;
 - Realise their full capacity for development; and

- Be protected from exploitation and discrimination.

Strategies

Briefly state the strategies you plan to use achieve your objectives. For example:

- ❖ Housing will be provided through housing stock obtained under the Office of Community Housing's Community Housing Assistance Program (Supported Housing);
- ❖ X Support Agency will coordinate and provide support services for tenants, depending on their individual needs;
- ❖ Y Housing Association will provide tenancy management services; and
- ❖ A collaborative steering committee, comprised of Z stakeholders, will have nomination rights and oversee the operation of the program.

Housing management & support policies

Partners also need to decide whether to include the policies that will govern the program in the agreement or whether these can appear in supporting documentation. For example, new policies that are developed for the service, on eligibility and allocation, can appear in the service agreement while partner organisations own current policies can be included as an attachment.

It may also be appropriate to spell out staffing requirements in the service agreement. For example a full-time mental health worker will be allocated to tenants in project housing stock.

Communication between organisations

The agreement should describe what strategies will be used to ensure that effective communication is maintained. This can include communication principles as well as explicit formal and informal communication methods. For example, partners agree:

- ❖ To work cooperatively to achieve the best living environment for tenants, as is reasonably possible;
- ❖ To meet every two months at a management committee meeting, for which written reports will be produced by X organisation;
- ❖ To have regular phone contact between meetings; and
- ❖ That if any of the parties are unable to meet their roles and responsibilities, then all parties will meet to resolve the situation in the best interests of tenants.

It may be useful to include the types of situations over which you will communicate, for example if a tenant needs a higher level of care or if rent arrears are at a level that requires action through the Consumer Trader and Tenancy Tribunal (CTTT).

In anticipation of inevitable changes in staff, the agreement should also state the positions of the people from each organisation who will be liaising.

Conflict between organisations

Specify that partners will come together to discuss conflicts as soon as they arise. If discussion does not resolve the issue then partners will agree to meet with an independent mediator, for example from a Community Justice Centre. An outline of each organisation's management structure will also be included in the service agreement, as this will direct you to the next person in authority if communication breaks down with the person with whom you liaise.

Client complaints & appeals

The agreement may duplicate the complaints and appeals procedure of one of the parties or a new one may be developed. It is important that clients are aware of which organisation to go to under which circumstances. See Section 8 for more detail.

Complaints and appeals policies are a requirement for organisations accredited under the National Community Housing Standards.

Information sharing & training

Successful communication is founded on an awareness of the experiences of others. An effective information sharing strategy can prevent problems and build good will. The agreement (or program policies and procedures) could explain that it is important for the support provider to be aware of the types of housing management issues housing managers have to deal with (eg. rent arrears due to hospitalisation, difficult telephone calls, non-response to letters). Conversely housing staff need to be aware of the needs of the client group they are housing (eg. people with mental health issues).

Information can be shared:

- ❖ Through the exchange of each organisation's policies and procedures, so that material developed specifically for the project complies with both organisations practice. Be sure to comment on each others drafts to ensure consistency.
- ❖ By conducting two way training for the staff (and management) of partner organisations on the needs of the client group and housing management issues. This can help staff to get to know each other and to put the organisations on an equal footing.

Two housing providers in Sydney found that sharing information allowed each organisation to provide a more sensitive, tenant focused service. The partnership involved transferring tenants from a short term to a long term housing provider. These organisations were able to effectively deal with the tenant's transition issues because they sought the tenants permission to allow information about their mental health to be shared with the new housing provider before they moved in.

Confidentiality

The agreement should state that during the operation of the agreement, or once it has expired, personal information about tenants or properties will not be given to a third party, unless required by law. Personal information will only be shared if tenants have given permission. The agreement should be explicit about client rights to quiet enjoyment under the Residential Tenancies Act and their right to confidentiality within the relationship between landlord and support provider.

Health services, organisations with a turnover of over \$3 million and those that are contracted service providers commonwealth contracts must comply with the Commonwealth Privacy Act 1998 and the Privacy Amendment (Private Sector) Bill 2000.

Fee for service

If a fee is to be paid, say to a housing association for providing management services, then details should be included in the agreement. These could cover how much is to be paid for management of each property, when and how payments are to be made, and the frequency and format of financial reporting.

Evaluation

Specify that the agreement (and hence the housing service) will be evaluated after a given period of time. Details of how the service will be evaluated need not appear in the service agreement, however parties need to agree on the most appropriate methodology. The evaluation process should:

- ❖ Discover whether and how well objectives are being fulfilled
- ❖ Advise on whether objectives need to be changed (are they still appropriate?)
- ❖ Discover the reasons for specific successes and failures
- ❖ Discover the extent to which needs have been met
- ❖ Direct change in the service to increase its effectiveness and efficiency, and
- ❖ Discover unintended consequences of the service.

Also see Section 7 on evaluation.

Termination of the agreement

Note that either party can terminate the agreement before its term expires by putting this request in writing. Specify how much notice is required and if applicable address the costs of termination and compensation.

Roles & responsibilities

It is best if partners come together to establish the roles and responsibilities for each party. Even if only one partner is ultimately responsible for a particular task, you

should agree on the principles and methods used to fulfil each responsibility. Section 7 sets out roles and responsibilities in detail.

7. ROLES & RESPONSIBILITIES

While the roles and responsibilities of each party should be set out in the service agreement, the amount of detail you include will depend on the issue.

Checklist

Use the following checklist to negotiate which party will be responsible for which tasks.

- ✓ Tenant eligibility, application, selection & allocation tasks
 - ❖ Developing eligibility and selection criteria, and ranking systems
 - ❖ Accessing client group/promoting service to client group
 - ❖ Collecting applications and maintaining a waiting list (if any)
 - ❖ Nominating and/or selecting tenants
 - ❖ Allocating tenants to housing stock
 - ❖ Monitoring allocation decisions
- ✓ Housing & property management tasks
 - ❖ Ensuring tenant participation in housing and organisational management
 - ❖ Assisting tenants to understand their rights and responsibilities as tenants
 - ❖ Assisting tenants to understand their rental agreements
 - ❖ Assisting tenants to manage rent payment
 - ❖ Signing tenancy agreement and renewal
 - ❖ Rent and bond setting, collection (eg. Centrepay) and arrears
 - ❖ Property inspections
 - ❖ Handling breach of tenancy agreements
 - ❖ Developing and implementing occupancy (over or under) policies, eg. a single person cannot be allocated a two bedroom property
 - ❖ Developing and producing policies for tenants, eg. tenant's manual
 - ❖ Handling emergency and medium term maintenance
 - ❖ Arranging adaptations for disabilities
 - ❖ Furnishing properties, eg shared dwellings
 - ❖ Working out ongoing housing options with a tenant who does not renew Tenancy Agreement, is evicted or needs a different level of care and support than can be provided through the program
- ✓ Support provision tasks (as applicable to the type of support provided)

- ❖ Ensuring tenant participation in the planing, provision and evaluation of their support
 - ❖ Provision of a case manager — to assess support needs at regular intervals and coordination/provision of support, as agreed by tenant
 - ❖ Developing and monitoring individual support agreements with tenants
 - ❖ Assistance with budgeting, debt counselling
 - ❖ Helping tenants feel they are individuals/ self esteem issues
 - ❖ Assistance in claiming benefits
 - ❖ Assistance in social and recreational participation
 - ❖ Assistance in settling into home and community
 - ❖ Teaching life skills (shopping, cooking, house keeping, personal hygiene)
 - ❖ Assistance with life skills (meals, personal hygiene, dressing etc)
 - ❖ Administering/supervising taking of medication (if applicable)
 - ❖ Counselling to deal with addiction, mental illness, disability support etc.
 - ❖ Support in organising access to professional help
 - ❖ Arranging support for tenant if they no longer want support from support partner
 - ❖ Assisting tenant review level and type of support provided
 - ❖ Assistance in seeking employment
 - ❖ Assistance in attending appointments
 - ❖ Assistance to live as independently as possible
- ✓ Property acquisition & asset management tasks
- ❖ Providing housing stock and/or funds for housing stock
 - ❖ Assessing whether existing housing stock (if any) meets the needs of client group
 - ❖ If acquiring new housing stock — Identify housing stock and arrange purchase/lease, with advise from housing & support experts
 - ❖ Cyclical maintenance
 - ❖ Overseeing the smooth operation of a fee-for-service management agreement
 - ❖ Providing funds for tenant damage
- ✓ Communication tasks
- ❖ Coordinating meetings between partners
 - ❖ Minute taking and distribution
 - ❖ Developing joint policies and procedures
 - ❖ Developing and producing information about the project

- ❖ Developing and distributing reports on service delivery and expenditure to the steering committee/joint meeting
- ✓ Risks, milestones & standards
 - ❖ Identifying acceptable and unacceptable risks — these should be incorporated into the agreement
 - ❖ Establish project milestones and timing for their implementation
 - ❖ Setting standards for service delivery and consumer involvement
 - ❖ Taking out household contents insurance (eg. for furniture and whitegoods) and public liability insurance
 - ❖ Taking out building insurance which may or may not include public liability
- ✓ Monitoring
 - ❖ Ensuring the project is financially viable
 - ❖ Monitoring risks
 - ❖ Monitoring that each partner is meeting their obligations
 - ❖ Monitoring external conditions that may influence the project
- ✓ Evaluation
 - ❖ Implementing an agreed evaluation process to ensure project outputs and outcomes are measured
 - ❖ Ensuring standards for service delivery and consumer involvement are met

8. COMPLAINTS & APPEALS

There are broadly three types of complaints and appeals:

- ❖ Complaints and appeals from tenants and clients,
- ❖ Complaints from neighbours, and
- ❖ Complaints between organisations.

This section looks at complaints and appeals from tenants and clients, and complaints from neighbours, while Section 4.5 *Addressing conflict between partners* looks at complaints between organisations.

8.1 Complaints and appeals from tenants and clients

When considering complaints and appeals it is important to understand the difference between the two.

- ❖ A complaint is when you are told that a user of your service is dissatisfied with your service, standards, practices or policies.
- ❖ An appeal is when a user of your service asks for a decision that you made to be reviewed.

Complaints and appeals policies should outline how you want to handle dissatisfaction with your service and your decisions. Their purpose is to:

- ❖ Give tenants and clients the right to complain and appeal,
- ❖ Make it easy for people to exercise this right, and
- ❖ Help you review what is and is not working well in your organisation and possibly the partnership.

Complaints and appeals procedures should describe the steps you will take to:

- ❖ Register, investigate, resolve and record complaints and appeals,
- ❖ Enforce tenant and client rights, and
- ❖ Enable their views to influence how you deliver your service.

As your supported housing service is to be delivered by more than one organisation, at the planning stage partners need to think about where complaints and appeals should be directed. This may be straightforward. For example if the partnership is based on government funding to a church organisation for a particular service, then clients would use the church organisation's internal complaints and appeals policies.

However, a new complaints and appeals policy may need to be developed for the partnership if both parties are involved in service provision. For example, if the partnership is between a housing association that provides housing management services and a church support agency, then the parties may agree to develop a new policy. The policy would need to set out the circumstances in which clients would go to each organisation, as well as the position of the worker with whom they should

communicate. For example, complaints regarding repairs would be directed to the housing association housing manager and those regarding assistance with meal preparation would go to the tenant's case manager from the support agency.

Joint policies will also need to include strategies on how to help clients complain or appeal to the right partner, and how partners should handle complaints made to the 'wrong' partner.

Regardless of which approach is used, tenants and clients need to be assured that their complaints and appeals will be dealt with in a confidential, fair and consistent manner and that these procedures are set in policy.

Checklist

The following checklist lists ideas to consider when developing an effective complaints and appeals policy.

- ✓ Implement strategies that prevent the need for complaints and appeals in the first place, eg. ensure information about the service is appropriate and accessible
- ✓ Ensure a prompt and appropriate response to concerns about the service, eg. regarding your practices and tenancy conditions
- ✓ Let tenants and clients know that complaints and appeals are welcome. Information, for example in the form of a brochure, should be in user friendly language. Headings such as 'Do you have a concern' or 'You have a right to complain' are more appropriate than 'Complaints procedure'. Include information about other agencies that provide advocacy services.
- ✓ Sometimes tenants may not have thought about the quality of service being provided to them until they are given the opportunity for feedback. Some ways of generating tenant and client feedback include: anonymous tenant surveys, service evaluations, meetings of tenants from each group home, building or area, provision of a stamped envelope for tenants when they first enter the service to send in their formal complaints.
- ✓ Encourage tenants and clients to sort out a problem by first discussing it with the staff directly involved. Recognition must be made that often this can be a difficult step for clients who may prefer to approach a manager or coordinator.
- ✓ Have procedures that are easy to understand and use. Complaint forms should be easy to read and complete by clients or their advocates.
- ✓ Aim to resolve complaints or appeals without fear of recrimination
- ✓ Make it easy for tenants and clients to involve an advocate or support person
- ✓ Ensure tenants and clients are provided with a clear, written response to a formal complaint and that they have the an opportunity to indicate if they are happy with the outcome.

- ✓ Have written delegations for who will process and deal with each stage of a complaint or appeal.
- ✓ Have guidelines for how long each part of the process will take and how records will be kept.
- ✓ Resolve complaints and appeals through an internal process if possible and appropriate.
- ✓ Facilitate access to an external complaint or appeal process as required.
- ✓ Conduct staff training on negotiation skills and how to respond to complaints and appeals.
- ✓ Conduct exit interviews and provide client feedback forms at the end of a tenancy

The NSW Federation of Housing Associations' Good Practice Guide on complaints and appeals explains how to develop effective policies in detail.

8.2 Complaints from neighbours

Given some community attitudes to client groups needing support, complaints from neighbours do appear from time to time. Complaints from neighbours are not necessarily a reflection of bad service. Your service agreement may not be the most appropriate place to have policies around neighbour disputes, which are better located in the general policies of the partner organisations.

Checklist

The following checklist suggests some ways for dealing with complaints from neighbours:

- ✓ Talk to neighbours prior to setting up a housing partnership. Involve the local community in some level of consultation and/or information sharing.
- ✓ Give a quick response to any concerns to demonstrate that your organisation is listening. Clarify the nature of the complaint and gather all the details.
- ✓ Respond appropriately if it is a tenant based management issue using the Residential Tenancy Agreement. If not, use support worker mediation and dispute resolution to talk to tenants and neighbours.
- ✓ Refer complaints to the police, local council, local court or Community Justice Centres as needed. These may be a more appropriate place for them to be dealt with.

9. ISSUES TO CONSIDER

9.1 Separating housing and support

Partners need to think carefully about how they want to deliver housing management and support services, as difficult issues can arise when a single organisation provides both. For example, one church organisation that provides housing for expectant and young mothers initially provided both housing management as well as support but they found that the women withdrew from support when they got into arrears. This organisation now separates these components, as a housing association provides the housing management services.

Many church organisations that are working in partnership with other organisations choose to separate support and housing management roles between the partners. Churches Community Housing encourages this. However it is not the only approach. A steering committee, comprised of all partners, can be responsible for certain housing management roles while support and other housing management tasks are provided by one of the partners. Alternatively, partners may choose to combine the roles within one organisation, however this approach requires a clear demarcation of responsibilities between workers.

9.2 Assessing risk

Housing providers and church agencies that choose to collaborate to provide housing with support must weigh up a number of risks. For example, some support organisations are only funded to provide support to a certain number of clients. Hence they must assess the risk of entering a partnership whereby they provide outreach support to a partners' clients without additional funding.

A support agency may 'nominate' (ie. select) clients for certain vacancies with their partner housing association and agree to provide ongoing support. The housing association must assess the risk of an unacceptably long vacancy rate that may arise if there is a delay in receiving a tenant, and the risk of housing the tenant if support is only provided for a limited time.

Some risks can be mitigated against by writing them into a service agreement between partners and by developing clear roles and responsibilities. See Section 4.3 *Embarking on your partnership*, Section 6.1 *Service agreements* and Section 7: *Roles & Responsibilities: Risks, milestones & standards*.

9.3 Tenants VS Boarders & lodgers

When planning to provide a housing service it is important to understand that the relationship between the landlord and tenant determines whether they are a tenant or a boarder/lodger, rather than any documentation that may be signed.

Residents of some supported accommodation services are treated as boarders or lodgers while others treat them as tenants. (The difference between boarders and lodgers is that boarders are provided with meals whereas lodgers are not).

Whether a resident is defined as a tenant or a boarder/lodger is not primarily a decision made by the landlord. The definition depends on the type of relationship between the landlord and the resident — or more exactly between the landlord and the property — and on which party has “mastery of the property”.

- ❖ A resident is a boarder/lodger if the landlord must retain unrestricted access to the property, so that the resident does not have the right of exclusive occupation.
- ❖ A resident is a tenant if they have the right of exclusive occupation and the landlord has limited rights of access, which are expressly set out in the Act.

As a supported accommodation landlord you will need to consider whether your residents may be recognised as tenants or boarders/lodgers by the Consumer Trader and Tenancy Tribunal (CTTT). The level and type of support you provide will help determine this. Contact the Consumer Trader and Tenancy Tribunal for advice.

Some supported accommodation services treat their residents as boarders or lodgers rather than tenants because this allows workers to enter the property at any time without notice and without having to gain the permission of the boarders/lodgers. This in turn means that it is possible to enforce compliance with case management plans or support agreements. However, boarders and lodgers have fewer rights than tenants, as they are specifically excluded from the scope of the NSW Residential Tenancies Act 1987, which covers tenants, and there is no other legislation or external dispute resolution mechanisms to protect them.

In contrast many supported housing services treat their residents as tenants in order that they be covered by the Act. The Act defines the rights and responsibilities of landlords and tenants, and sets minimum acceptable standards for renting property. The Act *also* affects situations where there is no written tenancy agreement (lease). The Act is part of the legislative framework within which supported housing providers operate, regardless of the type of residency arrangements made.

The standard Residential Tenancy Agreement forms part of the Act. This agreement contains standard terms which cannot be varied, and which apply even if there is no written agreement. An agreement can be express or implied, oral or in writing or partly oral and partly written. Tenancies are governed not just by an agreement between the landlord and the tenant, but by all the provisions of the Act, regardless of what the tenant and landlord have written down.

The tenancy agreement covers the payment of rent, the use of the premises, the landlord's access to the premises, repairs and several other matters. There are two types of tenancy agreements: “fixed term” and “continuing”. All agreements begin by stating a fixed term. At the end of the stated term, the tenancy can be terminated (with appropriate notice given), or it can be renewed (by signing a new fixed term agreement), or it can become a continuing tenancy (if neither of the above happen).

The Act sets out the circumstances in which either the landlord or the tenant can terminate tenancies, for example, if a tenant interferes with the peace and privacy of neighbours or fails to pay rent. Tenancies can also be terminated “without any ground” provided that the appropriate notice period is given. For continuing agreements, the landlord must give at least 60 days notice. To end a fixed term agreement at the end of its term, the landlord must give at least 14 days notice.

Under the Act, the Consumer Trader and Tenancy Tribunal (CTTT) — formerly the Residential Tribunal — resolves disputes between landlords and tenants. Social housing landlords can experience difficulty in getting the Tribunal to enforce an order for termination of a continuing agreement without any ground. It is generally straightforward to terminate a fixed term agreement without any ground at the end of the term.

The Tribunal provides a relatively quick and inexpensive method of dispute resolution. The procedures are informal and parties ordinarily represent themselves, which avoids the cost of legal representation. Tribunal members are not obliged to follow the precedents set by prior rulings of the Tribunal, however members’ decisions are often guided by prior rulings.

Tenants in supported accommodation have the same legal rights and responsibilities under the Act as other tenants, even though they are also receiving support from their landlord. Therefore, the landlord cannot include in the tenancy agreement any terms which do not comply with the Act.

Supported accommodation landlords generally expect tenants to agree to house rules and a support agreement or case management plan. Some common aspects of house rules comply with the Act, and can therefore be added to the tenancy as they simply clarify matters which are already covered under the Act agreement. For example, house rules may include: the tenant will not harass other tenants or neighbours. However, many elements of a support agreement or case management plans conflict with the Act and cannot be included in a tenancy agreement. For example, a term which states that the tenant will meet weekly with a support worker could not be included in an agreement, nor could a very general term stating that the tenant agrees to undergo some kind of case management.

There is nothing illegal about case management or support plans, but the Act is very clear that they cannot be made a condition of residency. Therefore, failure to comply with these kinds of agreements will not be a breach of the tenancy and will not give the landlord grounds for termination of the tenancy. Support agreements, case management plans, transition plans and so on can be *reinforced* by the behaviour of staff and other tenants, but they cannot be *enforced* directly or indirectly by the Residential Tribunal.

Within the supported accommodation sector, there are several views about the appropriateness of the Act. Some providers have lobbied for amendments to the Act to allow them to manage support agreements differently. However any legislative change is unlikely to take place in the near future.

10. PARTNERSHIP PROFILES

To follow are two profiles of supported housing partnerships involving church based organisations, one with a community housing provider and one with government. The range of partnerships across the churches and community housing sector is quite broad, as shown in the sample service agreements in Appendix 1.

10.1 Partnership between The Samaritans (member of Anglicare Australia) & Newmacq Community Housing Company

The Samaritans and Newmacq have entered a partnership to provide six long-term aged care units for men over the age of 55 in the Newcastle area. Funding was acquired through the Office of Community Housing (OCH).

In addition to providing targeted housing for high need clients, the project also provided training and experience for young people as TAFE students were involved in building the units. The building was well designed and The Samaritans were involved in many of the decisions around lighting, colours, hot water systems, switches at hip height, low maintenance court yards and individual outside living space.

The target group for the housing is older men who have lived on the streets and those with alcohol addiction. The men have usually been case managed by another non-government agency. Many have moved from crisis and homelessness to medium-term supported accommodation before being housed by the project, which provides long-term housing. Living in secure permanent housing has given the men a different outlook on life — they now know that their transient lifestyle has finished, they have begun to look out for each other and to relax into their homes.

The configuration of the units is four one bedroom units with disability access on the ground floor and two two bedroom units upstairs, as well as a common room, storage room and toilet. The common room has been a great resource providing a space for socials, parties, meetings and BBQs. A number of different groups make use of this common activity room. Residents can use the common room to entertain extended family or visitors without encroaching on their private space, which has been important for the men.

Newmacq are responsible for the tenancy management and repairs, while The Samaritans are responsible for support and tenant selection. Currently there is no funding allocated for support and the number of tenancies does not generate enough rent to pay for support. Any organisation referring to the project needs to develop a support plan with The Samaritans, which is sustainable in the context of The Samaritans work. Most referrals come from within The Samaritans or Newmacq. If Newmacq has a potential applicant they will immediately refer to The Samaritans for assessment and pre-screening. If the applicant is suitable and a vacancy is available then The Samaritans will make the nomination to Newmacq for their tenancy.

A formal relationship exists between Newmacq and The Samaritans over management and support provision of the six units, however a number of other organisations are involved in providing support on a case by case basis. These include Mission Australia, Hunter Retirement Living (outreach support), Hunter Area Health and Meals-on-Wheels. Overall staff relate and work well with all the other services even though they are not funded for support. Staff have found that their relationship with the Area Health Service worked better when an agreement for a client was put in writing and when this agreement specifically stated what the Area Health Service would provide.

Quarterly meeting with residents are held in the common room. These events are fairly social and involve management from both Newmacq and The Samaritans. This is an opportunity for residents to raise concerns and property management issues. The residents put together the agenda for the meeting, which is an important empowerment strategy.

There is a service agreement between each agency (The Samaritans and Ironbark, which is a subsidiary organisation of Newmacq Community Housing Company). The organisations call each other on a needs basis, averaging once a fortnight. Newmacq is required to produce a monthly financial statement for The Samaritans, however this reporting requirement is still to be ironed out. The Samaritans do not have to report to Newmacq. The money from rent goes into providing a tenancy management fee to Newmacq and the rest is for long term maintenance.

When residents first come to the property they are given information on how to make a complaint as well information on tenants rights issues. Management, rather than case workers, attend the quarterly tenant meetings as this helps tenants to raise any issues. One of the other strategies in the project is to make it clear to tenants who is responsible for what. This is spelt out in the tenancy agreement which also contains an after hours number. Tenants can leave messages for support workers on the weekend.

One of the most innovative strategies undertaken to support the project is to create an informal caretaker relationship with a next door neighbour. He is an older (73 years) ex-builder who calls The Samaritans to let them know about any needs on the properties. He keeps an eye on the units and in return The Samaritans pays his phone bill which is a nominal amount of less than \$100 per quarter.

The project is intended to be permanent accommodation for these men who have often had transient and difficult lives. The project is considering changing the type of tenancy agreements it issues. It plans to begin with a three-month fixed term agreement and then have tenants sign new agreements that would become continuing tenancies. This would provide the men with an opt out opportunity if the project did not feel like the right place. Older people want security however it is really important that they are somewhere they really want to be. This option could be quite reassuring because the men are often giving up a place in medium term service, which could be for up to a year, that really suit their needs.

One of the really great outcomes of the project is that one of the residents was able to stay living in his home until he died. The Samaritans contributed to the cost of the

wake and the Minister did the service. Later the ashes were scattered over a hill that can be seen from the units and by his friends.

10.2 Partnership between Centacare, Department of Housing, Department of Juvenile Justice and South West Inner Sydney Housing Co-operative

The Joint Tenancy Assistance Program is a four way partnership between Centacare, the Department of Juvenile Justice (inner west office, Surry Hills), Department of Housing and South West Inner Sydney Housing Co-operative (SWISH). The project targets juvenile justice clients aged between 16 and 18. It provides independent living, case management and living skills through a 4-phase one-year program. The Department of Juvenile Justice provides the referrals, Centacare the support, the Department of Housing provides the properties and SWISH undertakes to manage the tenancies. All the young people referred must be able to live independently with some support. The project is keen not to set people up to fail.

A maximum of six properties are managed under the project at any one time and the Department of Housing provides the housing stock. Some conditions are placed on the type of properties to be taken on, in order to avoid situations of exposure for the juvenile justice clients. Centacare tries to avoid estates or particular areas with a drug related reputation. Clients with depression or suicidal tendencies are never placed in high rise developments and generally properties with a high proportion of older people are avoided. The support provider talks to the clients about where their supports are and tries to house them nearby.

The project was a pilot started by the Departments of Juvenile Justice and Housing which went to tender for support providers. The successful expression of interest to undertake case management was awarded to Centacare for an initial 3 years and has since been ongoing.

The four partners meet monthly at Centacare to talk about housing, client issues, referrals and to review clients. The Department of Housing will discuss what properties are coming up and SWISH will talk about any current clients and provide a rent report on tenancies. The Department of Juvenile Justice discusses support needs and new referrals while Centacare brings their case management issues to everyone's attention. There is a funding agreement between the Department of Juvenile Justice and Centacare, with roles and responsibilities attached for all the partners.

Contact about the program is mostly between the Department of Juvenile Justice and Centacare, while the Department of Housing has less contact. Contact with SWISH will only occur if Centacare are aware of issues which might impact on the success of the tenancy, such as a Centrelink breach.

Centacare has an agency wide procedure for dealing with client grievances and complaints. However there are also program specific guidelines which comply with the agency wide procedures. Grievances related to caseworker or staff will have a defined procedure and this is explained when the client enters the program.

Disputes about a tenancy are dealt with by SWISH and Centacare who will advocate for the client. Between the partner organisations, Centacare has an overarching clause around mediation in disputes. The monthly meetings have provided important opportunities to air issues and grievances between agencies, such as for annoyance over a lack of accurate background information about a client, hence most formal grievance procedures have been avoided. If there is a problem then the relevant managers can get together.

There is a reporting requirement between Centacare and the Department of Juvenile Justice about the clients and monthly reviews of data. The Department of Housing does not really have a formal reporting requirement and SWISH provides reports on tenancy rents.

The program is only funded for support for one year for each client and if successfully completed the Department of Housing will provide exit housing. Centacare also has another program called the Alive program, providing brokerage to address homelessness. There is some housing attached to this program with ongoing case worker support. Otherwise clients will be assisted to find exit housing through the private rental market or other forms of affordable housing.

The program has been running smoothly with the only difficulty being that of finding appropriate housing, which is such a scarce commodity for the Department of Housing. This has sometimes prevented the Department of Juvenile Justice from referring to the program.

11. METHODOLOGY

The NSW Federation of Housing Associations was contracted by Churches Community Housing to produce a working protocol for coordinating multiple services in providing supported housing. The protocol guidelines were to be developed to outline best practice for supported housing and support/housing partnerships. The protocol is to be used by church based groups to bring about more holistic housing provision that meets the needs of tenants.

The protocol was developed on the basis of research and consultations with key individuals from church organisations. Two focus groups were held in July 2002, one in Sydney and one in Newcastle. Church housing workers, support providers and board members from various denominations attended. Churches Community Housing staff also attended the focus groups.

Participants in the focus groups contributed their ideas based on experience and discuss roles and responsibilities for partners, complaints and appeals and the issues which need to be resolved in order to create partnerships based on good practice.

Following the focus groups, six telephone interviews were conducted and two organisations were selected for profiling (see Section 10).

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