

Community Facilities Occupancy Policy

Process for addressing non-compliance

Background

Community organisations have a responsibility to comply with their obligations under the lease or licence agreement. If tenants do not comply with their obligations, the standard lease and licence agreement provides Council with options to address non-compliance. The Community Facilities Occupancy Policy articulates Maroondah City Council's 'Three Strikes' position for addressing a tenant's failure to meet essential obligations of their lease or licence agreement.

Council procedure for responding to non-compliance.

1. FIRST BREACH OF AGREEMENT OBLIGATIONS

- Provide in writing, notification of a default clearly stating that the communication “**constitutes notice**” clarifying the timeframe that the tenant has to address, meet or remedy any outstanding obligations.
- Inform the tenant of the process for responding to alleged breach and the action that Council may take if the alleged breaches are substantiated.
- Identify additional supports that may help sustain the tenancy, for example, a financial payment plan. Depending on the nature of the breach, where possible support will be provided to the tenant to devise a course of action to remedy the breach. If the tenant does not remedy a 'fixable breach' where applicable, fund the repair or rectification and oncost the charges to the tenant.

2. SECOND BREACH OF AGREEMENT OBLIGATIONS

If a tenant defaults without good reason on two or more occasions, within a 24 month period, a report will be prepared for both senior management and Council identifying the breaches and current action taken. The tenant will be provided written notification of default and that Council will be notified of the multiple breaches.

3. THIRD BREACH WITHIN A 24 MONTH PERIOD CONSTITUTING PERSISTENT DEFAULT.

The tenant will be provided written notification of the default and advised that this third breach constitutes persistent default. The notice will detail the course of action that is being considered should the alleged third breach be substantiated.

4. SEVERE BREACH WHICH POSES RISK TO COUNCIL, TENANT AND/OR COMMUNITY

Council will be immediately notified if a severe breach has been identified. If Council proposes to terminate the agreement due to the risk exposure to Council, the tenant and/ or the wider community, written notice will be provided to the tenant and a meeting will be urgently convened to discuss the infringement and the possible termination of tenancy.