

# Accommodation Agreement

For Specialist Disability Accommodation under  
the National Disability Insurance Scheme (or  
Continuity of Support Program)

SAMPLE

Disclaimer: This Agreement has been prepared to assist the parties in outlining their rights and responsibilities in providing Specialist Disability Accommodation under the National Disability Insurance Scheme (NDIS). Parties should seek their own legal advice as required in respect of the terms contained in this Agreement. The NSW Department of Family and Community Services is not liable for any losses sustained by the parties' reliance on this sample agreement. Parties should also refer to the NDIS Terms of Business (including any updates) at the time of signing this Agreement and other operational rules from time to time.

# Accommodation Agreement

For Specialist Disability Accommodation under the  
National Disability Insurance Scheme or Continuity of Support Program

## Parties

This **Accommodation Agreement** is for *[insert name of Participant]*, a participant in the National Disability Insurance Scheme (**you**), and is made between:

**You or your representative**

*[Insert name of Participant and Participant's Representative if involved and Representative's relationship to Participant]*

And

**Accommodation Provider**

*[Insert name of Accommodation Provider and their SDA registration # and ABN or ACN]*

## The Property

Your room	Property Address and SDA registration details
<i>[Room number, description of the room or include a diagram if required. If the Participant is occupying a self contained unit this should be clarified here]</i>	

The furniture in your room is:

- owned by you
- owned by the Accommodation Provider
- owned partly by you and partly by the Accommodation Provider (list of items at Attachment 1)

The Shared Areas in the property that you can use are:

- Kitchen
- Laundry
- Corridors and walkways
- Other \_\_\_\_\_
- Bathroom
- Garage
- Lounge Room
- Outdoor Area

## Accommodation Payments

<b>Your Reasonable Rent Contribution</b> (see 'Accommodation Payments' below)	\$
<b>Commonwealth Rent Assistance</b>	\$
<b>Payment will be paid</b> [weekly/fortnightly/other]	

*Payment for board will be collected as part of the Service Agreement with your Service Provider. Please refer to the Service Agreement with your Service Provider for the amount of your board payment, what costs the board payment will cover and the method and timing for the board payment.*

How payments will be made:

cheque  cash  electronic transfer (EFT)  Direct Debit

If EFT or Direct Debit please make payments payable to the following bank account:

BSB number: \_\_\_\_\_ account number: \_\_\_\_\_

account name: \_\_\_\_\_

payment reference: \_\_\_\_\_ ,

or other method agreed: \_\_\_\_\_

The Accommodation Provider acknowledges and agrees that your payment obligations under this Accommodation Agreement may be satisfied by Department of Human Services or the NDIA or the Service Provider (where possible) on your behalf.

The Accommodation Provider acknowledges that any money received by the Service Provider from the State which relates to rental payments (**Prepaid Rent**), will be paid to the Accommodation Provider by the Service Provider on your behalf and used to pay for your Reasonable Rent Contribution.

The Accommodation Provider agrees to use the Prepaid Rent to pay for your Reasonable Rent Contribution until the Prepaid Rent has been used completely. Once used completely, you agree to pay the Reasonable Rent Contribution (or a portion of it for the first payment, if applicable) to the Accommodation Provider from that date onwards.

## Length of this Accommodation Agreement

This Accommodation Agreement will start on [day, month, year] and continue until you or the Accommodation Provider ends the agreement earlier (see 'Ending this Accommodation Agreement').

The Accommodation Provider agrees that you have the right to occupy your room and use the Shared Areas during the length of this Accommodation Agreement.

This Accommodation Agreement will terminate automatically if you stop living at the property permanently.

## The NDIS and this Accommodation Agreement

This Accommodation Agreement is made for the purpose of providing you with Specialist Disability Accommodation under your National Disability Insurance Scheme (NDIS) or Continuity of Support (COS) plan.

A copy of your NDIS plan or your COS plan or equivalent is attached to this Accommodation Agreement *[delete this sentence if Participant chooses not to attach their plan]*.

The Parties agree that this Accommodation Agreement is made in the context of the NDIS or COS, which are schemes that aim to:

- support the independence and social and economic participation of people with disability; and
- enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

If, from time to time, the provisions within this Accommodation Agreement differ from any requirements specified by the NDIA in respect of Specialist Disability Accommodation or the Accommodation Provider, the Accommodation Provider agrees that it will satisfy, as a minimum, all such requirements set by the NDIA.

## Responsibilities of Accommodation Provider

The Accommodation Provider agrees to:

- provide and maintain the property in a good state of repair (including to ensure that the property is reasonably clean before the start of this Accommodation Agreement) and respond in a timely manner to requests for maintenance, having regard to the safety, security and privacy of the occupants;
- ensure the property is fitted with adequate locks and security features to enable the home to be kept reasonably secure;
- take all reasonable steps to enable you to have quiet enjoyment of your room;
- do all things required to remain a registered Specialist Disability Accommodation provider;
- treat you with courtesy and respect;
- give you information about managing complaints or disagreements;
- listen to your feedback and resolve problems quickly;
- assist you should there be a need to replace the Service Provider (see *Change of Service Provider* and Attachment 4 below);
- give you the required notice if the Accommodation Provider needs to end the Agreement;
- protect your privacy and confidential information;
- write to you within five (5) business days if the contact details shown in this Agreement change;
- provide supports in a way that complies with all relevant laws, including the National Disability Insurance Scheme Act 2013, its rules and the Australian Consumer Law;

- provide accommodation which complies with all relevant building codes, accommodation standards and all relevant laws;
- comply with all other standards, guidelines and codes of conduct as applicable including the NDIS Terms of Business for Registered Providers of Specialist Disability Accommodation providing accommodation to NDIS SDA approved Participants, or the relevant requirements of the Commonwealth Department of Health regarding the COS program;
- issue invoices to you as required under relevant consumer laws and if requested by you;
- have appropriate insurances in place for workers compensation, public liability, professional indemnity and home and contents insurance and to keep these insurances current during this Agreement; and
- take all necessary steps to fulfil its obligations to workers and other people at the property under the work health and safety legislation.

## Your Responsibilities

You agree:

- to make the accommodation payments (see 'Accommodation Payments' below);
- to treat the Accommodation Provider and their staff and contractors with courtesy and respect;
- to use the property for residential purposes only and not for any other purpose (including any illegal purpose);
- not to intentionally damage your room or any other part of the property;
- to respect other occupants and their right to treat the property as their home;
- to notify the Accommodation Provider of any maintenance or repair work that needs to be done in your room as set out in Attachment 6 - Maintenance Reporting Process;
- notify the Accommodation Provider if you are planning any holidays or other absences; and
- to give the Accommodation Provider the required notice if you need to end the Accommodation Agreement (see 'Ending this Accommodation Agreement' below).

## Alterations to the property

If you require any alterations to be made to the property for your use (for example, the installation of ramps or hoists in the property), to the extent the Accommodation Provider agrees, in its absolute discretion, to make these alterations, you must pay the Accommodation Provider for the costs it incurs in making these alterations.

## Conflict of Interest and Relationships

You acknowledge that the Supported Independent Living Service Provider (Service Provider) is required to have an agreement in place with the Accommodation Provider who is managing the property.

In some instances 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 Service Provider before you sign this Agreement.

Details of this relationship are:

- No relationship
- Accommodation Provider and Service Provider are the same
- Accommodation Provider and Service Provider have the same management
- Accommodation Provider and Service Provider are part of a joint venture
- Other: \_\_\_\_\_

Details:

## House Rules

You will be required to comply with House Rules which you and the other occupants of the home will prepare and agree on within the first 3 months of the Service Agreement with your Service Provider.

Please refer to the Service Agreement with your Service Provider for more information about these House Rules.

## Accommodation Payments

### SDA Payment

#The Accommodation Provider will seek payment of the Specialist Disability Accommodation Payment from the NDIA in accordance with the relevant NDIS rules, guidelines and terms of business.

OR

#The Accommodation Provider will seek payment for Continuity of Support (COS) from the Commonwealth Department of Health.

### Reasonable Rent Contribution

You agree to pay the Reasonable Rent Contribution which is included on page 3 of this Accommodation Agreement. The contribution is 25% of the base rate of the single Disability Support Pension that would apply to you assuming you are eligible to receive the Disability Support Pension, together with that percentage of your Commonwealth Rental Assistance payment as set out in Attachment 3, if you receive one.

Because your Reasonable Rental Contribution is a percentage, it will change when either the amount of the Disability Support Pension and/or Commonwealth Rental Assistance change. You agree to pay the increase when notified by the Accommodation Provider who will let you know at least 28 days before the increase occurs.

If you are not eligible for either a Disability Support Pension or Commonwealth Rental Assistance then your Reasonable Rent Contribution will be calculated as 25% of the basic rate of the Disability Support Pension applicable for your circumstances.

### Written Receipts

The Accommodation Provider must provide written receipts to you within two weeks of any payment.

### Absences

If you are temporarily absent from the property for a period of time up to a maximum of 60 days (for example, if you go on holiday) you are required to tell the Accommodation Provider and are still required to make the Accommodation Payments detailed on page 3 of this Agreement.

If you are absent from the property for a period of time in excess of 60 days, then this Agreement will terminate from the date that the Accommodation Payments and any other payments required under this Agreement are due to the Accommodation Provider but not paid by the relevant due date.

### Inspections and Access

The Accommodation Provider may or may not be the same as the Property Owner.

The Accommodation Provider can visit and inspect the shared areas at any reasonable time. Repairs, cleaning, maintenance, upgrades and renovations of the shared areas can be done by the Accommodation Provider at any reasonable time.

The Accommodation Provider may need to enter your room from time to time, and must 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 the Accommodation Provider, who must advise you using the time frames shown above.

### Damage to your home

If your home becomes so damaged (for example by fire or flood) that it is no longer safe or practical for you to live there the Accommodation Provider will write to you:

- explaining how they will repair the damage to your home [and if required will work with the NDIA or Commonwealth Department of Health (as relevant) to find you another home during the repairs] [*delete if not applicable*]

OR

- work with the NDIA to find you another permanent home and end this Agreement.

## Changes to this Accommodation Agreement

If changes to this Agreement are required, you (and/or your representative) and the Accommodation Provider agree to discuss and review this Accommodation Agreement. You can ask for the NDIS Support Coordinator to be included in the discussion. The Parties agree that any changes to this Accommodation Agreement will be in writing, signed, and dated by the Parties.

## Ending This Accommodation Agreement

### Your right to end this Agreement

If you wish to leave the property, you may end this Agreement at any time by giving the Accommodation Provider 60 days notice in writing. You will be required to make all the Accommodation Payments until the end of your notice period, unless the Accommodation Provider agrees in writing that you do not have to.

### The Accommodation Provider's right to end this Agreement

Before giving you notice to end this Agreement for any reason, the Accommodation Provider must arrange a meeting with the Service Provider, your representative (if you have one), a NDIS Support Coordinator or a COS Support Coordinator and other relevant supports to consider whether you require additional supports to enable you to remain at the property.

If approved corrective action or additional reasonable and necessary supports have been implemented to rectify the cause for proposing to end this Accommodation Agreement, then the Accommodation Provider will allow sufficient time to monitor that the cause no longer applies and agrees not to end this Accommodation Agreement if the Accommodation Provider is satisfied that the cause no longer applies.

### Ending this Accommodation Agreement in the first two years

In the first two years of this Accommodation Agreement, the Accommodation Provider may not terminate this Accommodation Agreement, except if one of the following occurs:

- a. You use the property for an illegal purpose;
- b. You have not paid the Accommodation Payments and any other payments required under this Agreement and do not pay these amounts within 14 days of receiving an overdue notice;
- c. You cease to have SDA as a reasonable and necessary support in your NDIS or COS plan;  
or
- d. You cannot be supported at the property without serious risk of harm to yourself, staff or other occupants.



If the Accommodation Provider deems it necessary to end this Agreement in the first two years because of any of the reasons above, then the Accommodation Provider will immediately request that the NDIA determine appropriate reasonable and necessary support to assist resolution. If the NDIA determines that it is not appropriate for you to remain at the property, the Accommodation Provider will work with the NDIA to find you alternative accommodation and will end this Accommodation Agreement by providing notice.

### **Ending this Accommodation Agreement after the first two years**

After the expiry of the first two years of this Accommodation Agreement, the Accommodation Provider may end this Accommodation Agreement by providing you with the appropriate notice period specified by the NDIS (which is currently 90 days notice). However, the Accommodation Provider may end this Accommodation Agreement with less notice if:

- a. You use the property for an illegal purpose;
- b. You have not paid the Accommodation Payments and any other payments required under this Agreement and do not pay these amounts within 14 days of receiving an overdue notice;
- c. You cease to have SDA as a reasonable and necessary support in your NDIS or COS plan;  
or
- d. You cannot be supported at the property without serious risk of harm to yourself, staff or other occupants.

Regardless of the reason for ending the Accommodation Agreement, the Accommodation Provider will immediately notify the NDIA and will work with the NDIA to find you alternative accommodation.

If you feel that you have been unfairly treated by the Accommodation Provider in ending the agreement, then you can contact the NDIA or other relevant complaints body. See 'Feedback, complaints and disputes' section below.

### **Removal of belongings**

You will be required to remove your belongings by the date you leave the property or as required by the Accommodation Provider.

If you leave your belongings behind after ending this Agreement, the Accommodation Provider will hold your belongings for 30 days. The Accommodation Provider will try to contact you to let you know that you must remove your belongings within the 30 days. If you don't collect your belongings within 30 days, on the 31<sup>st</sup> day the Accommodation Provider may dispose of your belongings.

### **Change of Accommodation Provider**

If the Accommodation Provider is no longer managing the property, they can assign their rights and obligations under this Accommodation Agreement to a new Accommodation Provider or the Property Owner. The new Accommodation Provider or the Property Owner may arrange a new Accommodation Agreement which will be on the same terms as this Accommodation Agreement.

## Change of Service Provider

You agree that you will notify the Accommodation Provider if you wish to end a Service Agreement with a Service Provider who is providing Supported Independent Living or COS services at the property.

The parties agree that they may seek to change a Service Provider after the expiry of the first two years of a Service Agreement with a Service Provider.

However, the parties agree that they may seek to change a Service Provider at any time if:

- the Service Provider is de-registered by the NDIA; or
- the Service Provider becomes insolvent; or
- the Accommodation Provider has terminated the Accommodation and Service Provider Agreement and the Service Provider can no longer access the property. If the Service Provider is changed under this paragraph but the Accommodation Provider has not properly terminated the Accommodation and Service Provider Agreement, then the Accommodation Provider agrees to compensate you against any claims for loss, liability or costs (if any) that the Service Provider may bring against you for changing the Service Provider without proper reason.

The parties agree that they will follow the process outlined in Attachment 4 to vote and agree to a change of Service Provider. Please note, Attachment 4 requires two thirds of the voters to agree to terminate the Service Providers before this decision takes effect. The voters include all of the occupants of the property and the Accommodation Provider will also have one vote (unless it has a relationship with the current or replacement Service Provider).

You also agree that the Accommodation Provider may appoint a temporary service provider to deliver supports at the property if:

- your agreement with the Service Provider has been terminated and you have not yet chosen a new service provider, or you have chosen a provider and they have not yet started delivering supports;
- the Accommodation Provider has terminated the agreement which gives the Service Provider access to the property; or
- in any other circumstances where a service provider is required to support you and the other occupants of the property at short notice and the Service Provider is unable to do so.

In the three scenarios directly above the Accommodation Provider will consult with you before appointing a temporary service provider.

Where a temporary Service Provider must be urgently appointed, the Accommodation Provider must give you 5 days to decide whether you will agree to the temporary Service Provider being appointed.

- A consent majority (more than 50% of Participants) is required to appoint a temporary Service Provider.
- Where the vote is split 50/50 amongst Participants, the Accommodation Provider can vote to appoint the temporary Service Provider.

If the Participants cannot agree on a Service Provider within 5 days, the Accommodation Provider may appoint a temporary provider.

A temporary Service Provider is a temporary arrangement which can not last longer than 90 days. During the temporary arrangement, the steps outlined in Attachment 4 must be undertaken to find a new agreed Service Provider.

## Record Keeping

The Accommodation Provider 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 they have received for five years from the date each record is received.

If you would like to view these records held by the Accommodation Provider, you can talk to *[insert name of Provider's contact person]* on *[insert contact details, e.g. phone, email, and/or postal address]*.

The Accommodation Provider will provide you access to view the records they hold within 7 days of your request, unless to do so could or would breach the law.

## Feedback, complaints and disputes

The Accommodation Provider will give you a copy of their complaints/feedback policy at the time you sign this Accommodation Agreement (see Attachment 5).

If you wish to give the Provider feedback, you can talk to *[insert name of Provider's contact person]* on *[insert contact details, e.g. phone, email, and/or postal address]*.

If you would like to request repairs or maintenance for your room or the home, you can talk to *[insert name of Provider's contact person]* on *[insert contact details, e.g. phone, email, and/or postal address (see Attachment 5)]*.

If you are not happy with the accommodation and wish to make a complaint, you can talk to *[insert name of Provider's contact person]* on *[insert contact details, e.g. phone, email, and/or postal address]*.

If you have a dispute with another resident in the home and wish to make a complaint, you can talk to *[insert name of Provider's contact person]* on *[insert contact details, e.g. phone, email, and/or postal address]*.

If you have a NDIS plan and you are not satisfied or do not want to talk to the Accommodation Provider's contact person, you can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting [ndis.gov.au](https://www.ndis.gov.au) for further information.

If you have a COS plan and you are not satisfied or do not want to talk to the Accommodation Provider's contact person, you can contact the Commonwealth Department of Health by calling 1800 020 103 or visiting <https://agedcare.health.gov.au/programs-services/commonwealth-continuity-of-support-programme> for further information.

## Privacy

The Accommodation Provider 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 COS plan).

The Accommodation Provider may ask that you sign a written consent which allows the Accommodation Provider to share your personal and health information with the Service Provider or another person/entity.

You do not have to sign this consent form. And if you do sign, you can always withdraw your consent later on.

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

## Goods and services tax (GST)

If any supply made by a party under this Agreement is subject to GST, the recipient must pay an additional amount to the supplier that is:

- a. equal to the consideration payable by the supplier for the relevant supply multiplied by the prevailing GST rate; and
- b. payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.

Immediately upon payment of the consideration for a supply and this additional amount in respect of that supply, the supplier must provide the recipient with a tax invoice for the supply.

In this section:

- **GST** means a goods and services tax imposed under the GST Act.
- **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* and related legislation and/or regulations, a consumption tax, valued added tax, retail turnover tax, or a tax of a similar nature.
- Expressions used in this section and in the GST Act have the same meaning as in the GST Act.

Except where expressly stated otherwise, all amounts referred to in this Agreement are exclusive of GST.

## Contact details

You or your representative can be contacted on:

Contact name	
Phone [B/H] Phone [A/H]	
Mobile	
Email	
Address	

The Accommodation Provider can be contacted on:

Contact name	
Phone [B/H] Phone [A/H]	
Mobile	
Email	
Address	
Alternative Contact Person	

## Agreement signatures

The Parties agree to the terms and conditions of this Accommodation Agreement.

Signed by Participant or  
Participant's Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

Signed by authorised  
representative of the  
Accommodation Provider

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

SAMPLE

## Attachment 1 – List of Furnishings

Item	Owner	Date of purchase (if known)
Bed		
Wardrobe		
Drawers		
Bedside table		
Television		
Radio		

SAMPLE

Attachment 2 – Copy of your NDIS plan or COS plan

*[Attach a copy of your NDIS plan or delete this page if not required]*

SAMPLE



## Attachment 3 – Participant’s and Household’s Expenses Contributions

Expense	Client Contribution	Collected and Managed by	What the Contribution will cover
<b>Rent (Reasonable Rent Contribution)</b>	<p>For the first five years of this Accommodation Agreement: 25% of disability support pension (DSP) + 100% CRA for Participants who will occupy the property from or after the start date of this Accommodation Agreement, or 75% CRA for Participants who have occupied the property immediately prior to the start date of this Accommodation Agreement.</p> <p>For the period after the first five years of this Accommodation Agreement (if applicable): 25% of disability support pension (DSP) + 100% CRA</p>	<p>Accommodation Provider</p> <p>Utility connections are the responsibility of the Accommodation Provider who cannot impose further charges to Participants to recoup the cost of providing these connections.</p> <p>Utility usage charges may be recovered from the board payments remitted to the Service Provider.</p>	<p>Rent (if leased premises)            Shared area furniture (lounge suite, dining setting, TV, Stereo)            Whitegoods            Window coverings            Connection charges for Utilities/ Internet/Phone            Initial kitchen/laundry set up (laundry basket, cookware, flatware, cutlery)            Repairs to building, furnishings, appliances            Council rates            Building insurances</p>
<b>Mobility Allowance</b>	<p>100% (or as agreed depending upon usage)</p>	<p>Service Provider</p>	<p>Transport provided by service provider</p>

Expense	Client Contribution	Collected and Managed by	What the Contribution will cover
<b>Personal</b>	25% of DSP received + 100% of any other allowances	Retained by Participant and reimbursed to Service Provider where necessary  <b><i>Personal bedroom furnishings should be provided by the Participant. At the Participant's request, the Accommodation Provider may supply bedroom furniture for an additional agreed fee.</i></b>	Toiletries Clothes Footwear Pharmaceuticals / Medications Personal food/meal replacements Personal appliances (e.g. iPod, radio, hair drier) Recreational and leisure activities, including cultural and sporting activities Eating out or takeaway Travel, holidays, excursions Hobbies, Gifts Linen Replacement/maintenance of personal furnishings (eg bed, mattress, bedding, wardrobe, etc)
<b>Special Participant Equipment</b>	Paid for by Health, NDIS or other government Program	Support Plan Manager	Any necessary medical aids, eg specialist wheelchair, chair, shower chair, bed. These equipment are considered personal to the Participant.

**Note:** where an office is supplied in a home, the Service Provider will not pay rent for the area but will contribute to electricity, internet and water usage charges, equivalent to what one resident will pay, eg. if five residents occupy a group home, the Service Provider and each resident will pay one sixth of the utility usage charge (that is, the number of residents + Service Provider equals the number of shares a utility charge will be split into). .

Note: A Participant living in specialist accommodation may also be eligible for an accommodation payment (SDA Payment). This payment may appear in a Participant's plan but be provided directly to the Accommodation provider.

## Attachment 4 – Termination and Appointment Process of a Service Provider

Central to the purpose of the NDIS and COS is to create a system that gives people choice and control over the way their supports are delivered.

The Participants in a shared accommodation service can choose to end their agreements with a Service Provider after the expiry of the first two years of their agreements with the Service Provider, and appoint a new provider to provide supports from the property. This may take place without any breach by either party of the Service Agreement.

### Ending a Service Agreement

After the expiry of the first two years of their Service Agreements with a Service Provider, if Participants wish to end these Service Agreements, where permissible, they must:

1. Contact the NDIA or Commonwealth Department of Health if they require assistance in managing this termination and selection process.
2. Notify the Accommodation Provider that they wish to consider ending the Service Agreement. This is because the Accommodation Provider also has a relationship with the Service Provider. The Accommodation Provider must treat this notification confidentially.
3. Hold a meeting of Participants and/or their Representatives to discuss the proposal and vote. A representative from the Accommodation Provider should be invited to this meeting. The Participants need to agree to be bound by the decision of the group.
4. Each Participant who lives in the house will have one vote, and the Accommodation Provider will also have one vote (unless point 5 applies). Two thirds of the voters need to agree to terminate the Service Agreements. That is:

Total voters	Two-thirds
6	4
5	4
4	3
3	2
2	2

5. The Accommodation Provider is not allowed to vote if they have a relationship

with the current Service Provider or the replacement Service Provider.

6. If the group votes to end the Service Agreements, the Service Provider must be given 90 days notice by the Accommodation Provider who will act on behalf of the household.

## Choosing a new Service Provider

If a new Service Provider is to be selected, the Participants:

1. Must inform the Accommodation Provider that they are choosing a new Service Provider.
2. Are able to suggest only one new service provider each. The parties agree that an eligible service provider must be prepared to agree to the terms of the Accommodation and Service Provider Agreement in place between the Accommodation Provider and Service Provider immediately before the Participants decided to change the Service Provider. The Accommodation Provider may also propose a new service provider, but must let the Participants know, when they suggest a new service provider, if they have a relationship with the proposed new service provider.
3. Will seek proposals from each of the proposed new service providers explaining how they will deliver the services.
4. Will review the proposals.
5. Each Participant who lives in the house will have one vote, and the Accommodation Provider will also have one vote (unless point 6 applies). Two thirds of the voters need to agree to appoint a new Service Provider. That is:

Total voters	Two-thirds
6	4
5	4
4	3
3	2
2	2

6. The Accommodation Provider is not allowed to vote if they have a relationship with the current Service Provider or the proposed Service Provider. The voting outcome will be final.
7. The Accommodation Provider will organise the appointment of the new Service Provider.

## Attachment 5 – More information on how you can provide feedback

Type of Complaint	How to complain and who to complain to
<b>Problems with furniture, blinds, curtains</b>	If it is dirty, ask the Service Provider If it is broken, ask the Accommodation Provider
<b>Problems with my room, the garden, bathroom, shared areas</b>	If it is dirty, ask the Service Provider If something needs fixing in it, ask the Accommodation Provider
<b>Problems with another Participant</b>	Talk to your housemate about the problem or ask the Service Provider to talk to your housemate to fix the problem. If this doesn't work then talk to the Accommodation Provider.
<b>Problems with a support worker</b>	Tell the Service Provider what you don't like about what the worker has done. The Service Provider must try to fix the problem first. If the problem doesn't get better, then talk to your Support Coordinator or housemates to see if other people also think this is a problem. You can also talk to the Accommodation Provider to help solve the problem. If it is really bad, you may be able to change the Service Provider. If all this doesn't work and you need more help to fix the problem, then call the NDIS or Commonwealth Department of Health.
<b>Problem with a worker who comes to repair something</b>	Tell the Accommodation Provider
<b>I don't like the food</b>	Tell the Service Provider what you like to eat. Speak to your housemates about what they like to eat and see if you can change the menu.
<b>Problem about too much noise</b>	Talk to the Service Provider first to see if they can fix the problem. If this doesn't work then talk to the Accommodation Provider.
<b>Other problem</b>	Talk to the Service Provider or your Representative, Support Coordinator, or other support person first

If you wish to contact the Service Provider about a matter listed above, you can talk to *[insert name of Service Provider's contact person]* on *[insert contact details, e.g. phone, email, and/or postal address]*.

If you wish to contact the Accommodation Provider about a matter listed above, you can talk to *[insert name of Accommodation Provider's contact person]* on *[insert contact details, e.g. phone, email, and/or postal address]*. Attach Feedback and Complaints policy here.

If you need help in making a complaint and don't want to ask your Service Provider worker or Accommodation Provider, you can call your Support Coordinator or NDIS directly if you are an NDIS Participant. If you receiving supports under the COS program, you can contact you can contact the Commonwealth Department of Health by calling 1800 020 103 or visiting

<https://agedcare.health.gov.au/programs-services/commonwealth-continuity-of-support-programme> for further information.

SAMPLE

## Attachment 6 – Maintenance Reporting Process

*[To be completed by the Accommodation Provider]*

SAMPLE