



# **Hand Up Initiative Program Guidelines**

**September 2018**

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## Executive Summary

Bridge Housing Limited (Bridge Housing) adopts a proactive approach to arrears management through early intervention and engagement of tenants to repay debt.

Despite our early intervention approach, some tenants have significant arrears. While tenants may enter into a repayment plan and avoid eviction, repayment arrangements are not always successful or arrears may take a number of years to repay. Arrears debt is significantly concentrated among a small percentage of Bridge Housing tenants.

Tenants who repeatedly fail to meet repayment agreements are subject to Specific Purpose Orders (SPOs) to repay debt through the NSW Civil and Administrative Tribunal (NCAT). Tenants who fail to comply with the orders are potentially on a pathway to eviction and potential homelessness.

Bridge Housing introduced an innovative approach to address arrears management for tenants who have very high levels of arrears or who have repeat incidents of arrears and failure to meet their rental commitments. The approach – Bridge Housing’s Hand Up program – is based on the successful Work and Development Orders (WDOs) program, a partnership initiative of Legal Aid NSW, the Aboriginal Legal Service, NSW Department of Justice and NSW State Debt Recovery, which enables individuals with high debt due to fines to pay this off through engagement in positive activities that improve their life circumstances.

As with WDOs, the Hand Up program allows eligible tenants to satisfy debt – in this case, Bridge Housing arrears - through unpaid work or certain courses or treatment with approved organisations and health practitioners. Hand Up is designed to provide an additional step in our approach to sustaining tenancies and avoiding eviction.

The Hand Up program aims to:

1. Reduce the number of evictions for rent arrears and associated costs to individuals, communities and the homelessness service system
2. Assist tenants to address the underlying causes of their debt
3. Reduce the incidence of repeat tenant arrears debt
4. Build strong referral arrangements with approved providers to support tenants at risk of tenancy failure due to arrears debt
5. Assist Bridge Housing to effectively engage with tenants so as to deepen knowledge on arrears and the causes of arrears.

The Hand Up program is open to Bridge Housing tenants who satisfy all criteria listed below:

1. Have significant Bridge Housing arrears of 12 weeks or more
2. Are at high risk of losing their tenancy and entering homelessness
3. Are experiencing acute economic hardship **and** have one or more of the following:
  - a mental illness
  - an intellectual disability or cognitive impairment
  - domestic and family violence
  - a serious addiction to drugs, alcohol or volatile substances
  - exceptional personal circumstances that have led to significant arrears
4. Are willing to actively participate in the program in accordance with the Hand Up Guidelines
5. Have not had a previous Hand Up Agreement with Bridge Housing.

Bridge Housing is responsible for identifying potential program participants and assessing eligibility.<sup>1</sup> Hand Up Agreements (HUAs) must be supported by an accredited financial counsellor and participating tenants must undertake preliminary financial counselling. Should a tenant subsequently enter into a HUA, the financial counselling activities already undertaken are retrospectively included in the agreed activities. A HUA must also be supported by a Hand Up sponsor (i.e. an approved agency or individual responsible for overseeing the agreed Hand Up activities).

A HUA does not replace a tenant's existing arrears repayment arrangements, including Specific Performance Orders. However, Bridge Housing may agree to review the agreed amount of arrears repayments to assist tenants address their overall level of debt, as described in Section 9. No eviction action will be taken while a HUA is in place and the tenant is actively engaging in the program. Should Bridge Housing revoke the HUA or the tenant withdraw from the HUA, the tenant will be subject to standard actions, including NCAT orders and eviction.

The HUA is between the tenant and Bridge Housing. The terms of the HUA are negotiated between Bridge Housing, the tenant, their Hand Up sponsor and, if appropriate, legal or advocacy services also supporting the tenant.

These Guidelines:

- outline the Hand Up eligibility requirements and nomination process
- advise on Hand Up activities and cut-out rates, and
- set out the process for participating in Hand Up.

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<sup>1</sup> Bridge Housing is not obligated to enter into a HUA and retains the right to refuse to enter an HUA, regardless of the eligibility of an applicant. Bridge Housing may permit a tenant to enter a second HUA in exceptional circumstances, solely at the discretion of Bridge Housing.

## 1. Purpose

The purpose of these Guidelines is to assist Bridge Housing staff, Bridge Housing tenants, Hand Up sponsors and other interested parties to understand and/or implement the Bridge Housing Hand Up program. Bridge Housing, Hand Up sponsors and others with functions under the Hand Up program must comply with these Guidelines. The Guidelines have been developed to ensure consistency in decision-making, while also providing sufficient flexibility to enable each Hand Up application to be considered on its merits.

## 2. Definitions

### **Arrears**

A debt owed to Bridge Housing as a result of a tenant failing to make the required rent or non-rent payments, constituting a breach of the NSW Residential Tenancies Agreement (RTA). This includes:

- Rent arrears: non-payment of rent as agreed in the tenant's RTA
- Non-rent arrears: non-payment of water and/or asset related costs as agreed in the tenant's RTA.

Arrears caused by proven and intentional tenant damage, as per Bridge Housing's Tenant Recharge Policy, are excluded from Hand Up Agreements.

### **Hand Up Agreement (HUA)**

An agreement between Bridge Housing and a tenant to enable the tenant to satisfy their rent and/or non-rent arrears debt through recognition of the tenant's participation in eligible activities. Details of total arrears owing and agreed activities are set out in attached Hand Up Activity Schedules.

### **Hand Up Activity Schedule**

Schedules attached to a HUA showing:

- Arrears amount, either:
  - total rent amounts expressed in dollar value and equivalent weeks rental, or
  - total non-rent amounts, expressed in dollar value
- details of the activities and the value of those activities to be carried out under the Agreement (as calculated against the cut out rates provided in Section 8, below)
- an agreed time for commencing and completing the activities
- how the proposed activities would be beneficial to the tenant
- endorsement by the sponsoring organisation and, if different,
- endorsement of the person(s) responsible for supervision of the proposed activities under the HUA.

A HUA will have separate schedules for rent arrears and non-rent arrears, owing to the different cut out rates for each (see Section 10, below). As Hand Up requires the tenant to cut out all rent arrears before non-rent arrears, the HUA will have only one active Schedule at any time.

### **Hand Up Sponsors**

Agencies or individuals overseeing activities undertaken by tenants under the HUA.

### **Pre-Commencement Period**

The period between financial counselling and the start date of agreed Hand Up activities. In general, it is expected that a tenant will have HUA activities in place within a one month period and commence activities as soon as possible after that. The proposed start date for activities must be included in the

terms of the HUA and Activity Schedule. Failure to commence HUA activities as agreed will be taken as a breach of the HUA.

### **Personal Money Plan**

A budget agreed between the tenant and accredited financial counsellor. The Personal Money Plan must include an agreed Bridge Housing arrears repayment amount and budget to meet ongoing rent charges.

## **3. Hand Up eligibility**

Hand Up is open to Bridge Housing tenants who satisfy all criteria listed below:

1. Have significant Bridge Housing arrears
2. Are at high risk of losing their tenancy and entering homelessness
3. Are experiencing acute economic hardship **and** have one or more of the following:
  - a mental illness
  - an intellectual disability or cognitive impairment
  - domestic and family violence
  - a serious addiction to drugs, alcohol or volatile substances
  - exceptional personal circumstances that have led to significant arrears
4. Are willing to actively participate in the program in accordance with the Hand Up Guidelines
5. Have not had a previous HUA with Bridge Housing.

Guidance on the meanings of these terms and supporting evidence is set out below in Section 7.

To be considered for the Hand Up program, eligible tenants must first agree to attend financial counselling to develop a Personal Money Plan. Activities agreed under the HUA must be supported by a Hand Up sponsor.

Where entry to the program is supported on the grounds of acute economic hardship and exceptional personal circumstances, Bridge Housing and the sponsor must be satisfied that:

- financial hardship has significantly contributed to the tenant's arrears, and
- a HUA is the most appropriate form of arrears agreement with Bridge Housing.

Where entry is supported on the grounds of intellectual disability, cognitive impairment, mental illness, personality disorder or serious addiction to drugs, alcohol or volatile substances, Bridge Housing and the sponsor must be satisfied that the tenant's condition:

- has contributed or is contributing to the tenant's inability to pay arrears, and
- because of the tenant's condition, it is more appropriate for the person to undertake the work or activities proposed rather than pay the arrears.

In general Bridge Housing will endorse the sponsor's assessment of the person's eligibility.



## 4. The Hand Up Approach

Hand Up is an innovative arrears management approach for tenants who have high levels of arrears or who have repeat incidents of arrears and failure to meet their rental commitments. Hand Up allows eligible tenants to “pay off” their Bridge Housing arrears through engagement in positive activities that improve their life circumstances and address the underlying issues leading to their debt.

Hand Up activities include:

- 1. financial counselling (mandatory) and**
- 2. further activity** to assist the tenant address the underlying cause of their arrears.

Further activities are:

- a. drug or alcohol treatment
- b. other counselling including domestic violence and trauma and/or legal advice,
- c. medical or mental health treatment in accordance with a health practitioner’s treatment plan
- d. unpaid work for, or on behalf of, an approved organisation
- e. an educational, vocational or life skills course
- f. participation in a formal mentoring program
- g. other activities may be considered by Bridge Housing provided there is a demonstrated link to the objectives of the program.

More than one activity may be undertaken.

Activities in which a tenant is already engaged may be counted as eligible activities, with the exception of court mandated activities or some forms of ‘other activities’ such as paid work (see section 8.2 (g) for guidance on paid work).

## 5. Participating in Hand Up

Bridge Housing is committed to working proactively with tenants to address underlying issues contributing to their rent and non-rent debt. Hand Up supports Bridge Housing’s Arrears Management Policy. It is an additional arrears management tool to assist vulnerable tenants who are at risk of eviction and potential homelessness. Hand Up is not suitable or appropriate for all tenants in arrears.

Participation in Hand Up is at the discretion of Bridge Housing and is by invitation only.

Tenants invited to participate in Hand Up must undertake preliminary financial counselling with an accredited financial counsellor and agree a Personal Money Plan (budget) identifying Bridge Housing as a creditor. The Personal Money Plan shows the tenant’s capacity and commitment to service other debts and ensure ongoing coverage of Bridge Housing rent costs. The Personal Money Plan also includes the name, contact details and endorsement of the financial counsellor potentially supporting the tenant’s HUA.

A tenant is not obligated to enter into a HUA following financial counselling.

Should Bridge Housing and the tenant agree to pursue a HUA, potential sponsors and activities are identified and agreed at a specially convened meeting and formalised with the tenant in a HUA and supporting documents. The HUA and supporting documents are detailed below in Section 6.

Hand Up may be used to settle both rent and non-rent arrears. However, cut out rates are specific to each form of arrears. Cut out rates for rent debt reflect the income-based method of rent calculation

used in social housing. Cut out rates for non-rent arrears are not tied to income. Should a tenant have both rent and non-rent arrears, arrears reduction will be sequenced for ease of program administration and tenant communication. Rent arrears will be addressed first, with arrears and cut-out rates and hours set out in an initial HUA Schedule. Should a tenant have non-rent arrears, a new HUA Schedule will be agreed after rent arrears have been addressed, using non-rent arrears cut out rates. Activities and arrangements will be carried over from the previous Schedule or new activities can be added.

### **Key steps**

Bridge Housing will:

1. Nominate the tenant
2. Advise a prospective Hand Up participant of their potential eligibility for the Hand Up program in writing<sup>2</sup>
3. Invite the tenant to discuss the program and interest in participation
4. If participation is agreed in principle by both parties, assist the tenant to:
  - a) access financial counselling, and
  - b) identify and arrange potential Hand Up activities and sponsor organisations
5. Following financial counselling, if Hand Up is agreed to be appropriate, work with the tenant and Hand Up sponsor/s to develop a schedule of activities through which to address arrears. The tenant may involve a support person in developing their Hand Up program. The total amount of arrears (rent and non-rent) to be addressed will be calculated to include arrears repayments agreed in the tenant's Personal Money Plan.
6. Issue a HUA and appropriate Schedule to be signed by both parties. Should a more suitable pathway for arrears management be identified, Bridge Housing will formally advise the tenant of this finding and take appropriate next steps.
7. Track Hand Up activities reported to Bridge Housing by Hand Up sponsors and credit the value of the activities to the tenant's account.
8. Should the tenant's HUA run for more than 12 weeks, instigate a review with each participant, their sponsor and Bridge Housing at the 12 week mark with the aim of reviewing arrears reduction progress and identifying and resolving barriers to program success.
9. On resolution of the tenant's rent arrears, issue a non-rent arrears HUA Schedule if applicable. Should a tenant have no rent arrears when they enter the program, the first Schedule will be for non-rent arrears.
10. Periodically advise the tenant of arrears credits made to the relevant account for Hand Up activities.

Tenants are encouraged to seek independent advice from tenant advocacy, legal or support services (including financial counsellors) when considering the program.

Hand Up sponsors must keep documentary proof of the tenant's participation in the activities agreed in the HUA, subject to privacy laws, and report to Bridge Housing on the tenant's participation against agreed activities. Sponsor reporting requirements are provided in Section 13.2.

## **6. Hand Up Documentation**

**Hand Up documentation includes:**

- 1. Nomination form**
- 2. Hand Up Agreement (HUA)**

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<sup>2</sup> Bridge Housing will inform the tenant of their total arrears and provide details of arrears by rent and non-rent amounts, a summary of arrears activity undertaken to date and a copy of any arrears repayment agreement or Special Purpose Order to which the tenant is a party.

The HUA will include:

- the tenant's name and address
- the criteria on which the HUA has been nominated (e.g. acute economic hardship and domestic and family violence)
- name and contact details of the sponsoring organisation and, if different, the
- name and contact details of the person(s) responsible for supervising the proposed HUA activities
- acknowledgement that Bridge Housing has sighted the tenant's Personal Money Plan.

## **2. Supporting documentation**

(a) **Hand Up Activity Schedule (rent arrears)**, setting out:

- total rent arrears, expressed in dollar value and equivalent weeks rental
- details of any repayment agreements in place
- details of activities and the value of those activities to be carried out under the Agreement (as calculated against the cut out rates provided in Section 8, below)
- an agreed time for commencing and completing the activities
- how the proposed activities would be beneficial to the tenant
- agreement that activities may be carried over to cut out non-rent arrears debt on a subsequent Schedule if applicable
- endorsement by the sponsoring organisation and, if different,
- endorsement of the person(s) responsible for supervision of the proposed activities under the HUA.

(b) **Hand Up Activity Schedule (non-rent arrears)**, setting out:

- total non-rent arrears, expressed in dollar value
- details of any repayment agreements in place
- details of activities and the value of those activities to be carried out under the Agreement (as calculated against the cut out rates provided in Section 8, below)
- an agreed time for commencing and completing the activities
- how the proposed activities would be beneficial to the tenant
- endorsement by the sponsoring organisation and, if different,
- endorsement of the person(s) responsible for supervision of the proposed activities under the HUA.

(c) **Copy of Specific Performance Orders** or repayment agreement outlining the tenant's current arrears repayment terms.

If a fraudulent or false HUA application (or a fraudulent report on a HUA) is made, Bridge Housing will revoke the HUA and adopt standard arrears management policy and procedure.

## 7. Definitions and Evidence Requirements

Prior to commencing the Hand Up program, tenants will be required to submit evidence of the issues that are contributing to their arrears.

Bridge Housing will aim to use existing information and evidence provided previously by the tenant to avoid duplication of information. This is particularly the case in relation to income.

Where the Hand Up sponsor is also supporting the tenant to address underlying issues relating to the arrears, a letter of support from the tenant's Hand Up sponsor will suffice as evidence.

Where the tenant has support in place but that support agency is not the sponsor for the purposes of Hand Up, a letter of support from that agency identifying the criterion or criteria against which the tenant is eligible for Hand Up and stipulating that the tenant fulfils the criterion or criteria will suffice as evidence.

Where Bridge Housing cannot use current information or the tenant does not have ongoing support in place, tenants may submit other evidence, including but not limited to the examples provided.

### 7.1 Acute economic hardship

A person is considered to be in acute economic hardship if they are in receipt of the following statutory incomes or pay the same rate of rent as a person on those statutory incomes. Statutory incomes include:

- Newstart Allowance
- Disability Support Pension
- Age Pension
- Youth Allowance
- Parenting Payment
- Carer's Payment
- Sickness Allowance
- Department of Veteran Affairs benefit.

### 7.2 Mental illness

Mental illness means a condition that seriously impairs, either temporarily or permanently, the mental functioning of a person and is characterised by the presence in the person of any one or more of the following symptoms:

- delusions
- hallucinations
- serious disorder of thought form
- a severe disturbance of mood
- sustained or repeated irrational behaviour indicating the presence of any one or more of the symptoms referred to in the points above.<sup>3</sup>

Some common types of mental illness include schizophrenia, psychosis, bipolar disorder and serious depression or anxiety. For the purposes of Hand Up, a personality disorder is also considered to be a mental illness. Personality disorder means an extreme and maladaptive pattern of thinking and behaviour that causes disruption to a person's life. Examples of personality disorders include antisocial personality disorder and borderline personality disorder.

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<sup>3</sup> This definition is taken from s 4 of the *Mental Health Act 2007* (NSW).

*For proof of mental illness*

- Report or letter from a specialist, psychiatrist, doctor or mental health worker detailing the mental illness and the impact it has/had on the tenant's capacity to pay rent.

### **7.3 Domestic and family violence**

Domestic and family violence, also known as domestic violence, family violence or partner violence, is a pattern of violent, abusive or intimidating behaviour carried out by a partner, ex-partner, carer, family member or community member to control or dominate that person, instil fear or undermine their wellbeing. Domestic violence can include the following types of abuse: physical assault, sexual assault, emotional abuse, verbal abuse, social abuse, damaging property, financial abuse.

*For proof of domestic and family violence*

- Police reports, statement or an Apprehended Violence Order
- Notices from a court or a letter from a solicitor
- Letter or report from a doctor, health professional, social worker, migrant resource service, a recognised domestic violence service, refuge or other support agency worker outlining the impact the domestic violence has/had on the tenant's capacity to pay rent
- Statutory Declaration form completed by a third party such as a relative, friend or neighbour outlining the impact the domestic violence has/had on the tenant's capacity to pay rent.

### **7.4 Intellectual disability and cognitive impairment**

A person has an intellectual disability where that disability is:

- attributable to an intellectual impairment, and
- permanent or likely to be permanent, and
- results in a significantly reduced capacity in one or more major life activities, such as communication, learning, mobility, decision-making or self-care.

Cognitive impairment incorporates a wider range of disabilities than intellectual disability and includes a disability which is:

- attributable to impaired brain functioning that can be associated with many diagnoses that are present at birth or acquired throughout a person's life span, and
- permanent or likely to be permanent, and results in a significantly reduced capacity in one or more major life activities, such as communication, learning, mobility, decision-making or self-care. Examples of cognitive impairment include a developmental disorder (such as autistic spectrum disorder and cerebral palsy), neurological disorder, dementia, brain injury (including from trauma or as a result of substance abuse), or Alzheimer's disease.<sup>4</sup>

*For proof of relevant disability or cognitive impairment*

- Report or letter from a specialist, doctor, health worker or occupational therapist detailing the disability or cognitive impairment and the impact it has/had on the tenant's capacity to pay rent.

### **7.5 Serious addiction to drugs, alcohol or volatile substances**

A person is considered to have a serious addiction to drugs, alcohol or volatile substances if he or she has a maladaptive pattern of substance use leading to clinically significant impairment or distress.

*For proof of serious addiction to drugs, alcohol or volatile substances*

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<sup>4</sup> This list of examples is adapted from the definition of cognitive impairment in s61H(1A) of the Crimes Amendment (Cognitive Impairment – Sexual Offences) Act 2008 (NSW).

- Report or letter from a doctor, health worker or relevant support agency detailing the nature of the addiction and the impact it has/has had on the tenant's capacity to pay rent.

## 7.6 Exceptional personal circumstances

Exceptional personal circumstances are unforeseen events that are beyond the tenant's control and that have seriously impacted the tenant's capacity to meet their financial obligations as set out in their RTA. These may include but not be limited to significant illness or medical conditions or other debilitating life events and the financial consequences of these.

*For proof of exceptional circumstances*

- Report or letter from a specialist, psychiatrist, doctor, mental health worker, occupational therapist, support service or fee-for-service carer detailing the illness, medical condition or life event and the impact it has/has had on the tenant's capacity to pay rent.
- Evidence of financial impact via chemist records, receipts or statements that show ongoing expenses relating to the medical condition.

## 8. Hand Up activities and sponsors

Hand Up activities include:

1. **financial counselling (mandatory) and**
2. **further activity** to assist the tenant address the underlying cause of their arrears.

### 8.1 Financial Counselling

A tenant must undertake preliminary financial counselling from an accredited financial counsellor to be eligible for a HUA. Financial counselling specifically involves undertaking financial analyses, generation of options and advice about debt issues and supporting the client in negotiation with creditors or advocating on their behalf. A financial counsellor also seeks to prevent future debt issues through 'budgeting strategies, increased access to income and adjustment to lifestyle'. Should the tenant progress from financial counselling to a HUA, this initial financial counselling will be retrospectively included in the activities listed in the HUA. Bridge Housing will assist tenants to identify an appropriate financial counselling service.

### 8.2 Further Activities

Tenants may also undertake one or more of the following activities to satisfy their arrears:

- a) unpaid work with or on behalf of an approved organisation
- b) medical or mental health treatment in accordance with a health practitioner's treatment plan
- c) an educational, vocational or life skills course
- d) financial or other counselling
- e) drug or alcohol treatment
- f) a mentoring program
- g) other appropriate activities.

However, if a tenant is eligible for a HUA on the ground that they have a serious addiction to drugs, alcohol or volatile substances, that tenant **must** also undertake drug or alcohol treatment and/or counselling in their Hand Up activities. Where access to treatment activities is delayed, alternative activities must be negotiated for the interim.

It is the responsibility of the supporting organisation or health practitioner (not Bridge Housing) to ensure that the activities proposed to be undertaken in a HUA are suitable and appropriate for the client.

**a) Unpaid work with or on behalf of an approved organisation**

There are many forms of unpaid work that may be undertaken with or on behalf of a sponsor organisation. Examples of unpaid work include gardening, cooking, property maintenance, cleaning and assistance with administrative duties.

**b) Medical or mental health treatment**

Medical or mental health treatment must be undertaken in accordance with a health practitioner's treatment plan (that is, treatment that is prescribed or recommended by a health practitioner). Such a plan may encompass pharmacotherapy, as well as face-to-face sessions with a psychiatrist or psychologist.

**c) Educational, vocational and life skills courses**

Educational courses include courses undertaken at university, TAFE or other educational institutions. Vocational courses encompass a wide range of courses that are designed to assist people enter or participate in the workforce. They include courses undertaken at TAFE and university. They also include courses undertaken in community or private colleges, and activities undertaken with a job service provider – for instance, a course on computer skills. Life skills courses foster the personal, social and practical skills that help people function in society, on an independent basis.<sup>5</sup> For the purposes of the Hand Up scheme, they include courses that focus on practical skills, such as cleaning, home care, enhanced understanding of tenancy requirements, cooking and driving, as well as courses that focus on psycho-social skills, such as problem solving, anger management, conflict resolution and parenting. The three types of courses listed above are not mutually exclusive. For instance, a course may be considered both educational and vocational and is still considered to be one course.

**d) Other counselling**

Counselling is a professional activity, in which the counsellor or therapist helps the client explore and resolve issues of an interpersonal or personal nature. In addition to financial counselling, counselling may be directed at improving a tenant's mental health, or resolving their emotional and/or behavioural issues. Counselling might also take the form of family counselling, when a whole family undertakes counselling to improve family communication and relationships, address issues, or adjust to new situations. Group counselling, such as domestic violence group sessions for mothers, may also be counted.

A tenant's attendance at light touch case management meetings with their support provider or other case worker will **not** be counted as counselling for the purposes of a HUA. Case Management meetings must be of significant value add in their own right to be counted as a Hand Up activity.

**e) Drug or alcohol treatment**

Drug or alcohol treatment aims to assist people to overcome dependencies on, or misuse of, alcohol and/or other drugs. Various interventions may be used, including detoxification, medication or pharmacotherapy, counselling, behavioural therapy, group therapy, and 12-step programs. Such treatment may, but need not, occur in a residential facility.

**f) A mentoring program**

A broad definition of 'mentoring' is a 'mutually beneficial relationship that involves a more experienced person helping a less experienced person to achieve their goals'.<sup>6</sup> A mentoring program establishes this relationship in a semi-formal, structured way.

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<sup>5</sup> This definition is based on the definitions of life skills given by the International Bureau of Education.

<sup>6</sup> Australian Government (2010) *Mentoring*:

[http://www.dpc.nsw.gov.au/public\\_employment/working\\_in\\_the\\_nsw\\_public\\_sector/mentoring](http://www.dpc.nsw.gov.au/public_employment/working_in_the_nsw_public_sector/mentoring);

NSW Department of Premier and Cabinet (2010) *Mentoring*:

### **g) Other activities**

Other activities may be considered by Bridge Housing provided there is a demonstrated link to the objectives of the program, for example:

- Voluntary activities undertaken while in gaol, juvenile detention or on community supervision (provided the prisoner or detainee meets the eligibility criteria for a HUA).
- Participation in voluntary court-diversion programs, such as the MERIT (Magistrates Early Referral into Treatment) and CREDIT (Court Referral of Eligible Defendants Into Treatment) programs, or the Youth Drug and Alcohol Court.
- Paid work will be considered if commenced during Hand Up. Up to 7 hours of paid work in a month may be counted as an activity. Paid work must not be the sole Hand Up activity. As Hand Up activities are designed to assist people to take the next steps towards debt resolution, paid work being undertaken at the time of Hand Up commencement or otherwise understood as the tenants normal paid employment (including current permanent-casual arrangements) will not be an approved activity. Sponsors are not required for paid work activity.
- Training or educational activities undertaken for the purposes of a traineeship or an apprenticeship (including educational activities that are required by the traineeship or apprenticeship, such as attendance at TAFE) are included in the monthly paid work limit.

Evidence of activity hours from the relevant authority, agency or employer will be required for any activity undertaken in Section 8.2 (g).

Nothing in these Guidelines prevents a tenant from counting activities undertaken in the course of compliance with a WDO as an HUA activity.

### **8.3 Excluded activities**

In general the following activities **may not be included** in a HUA:

- Activities that are specifically ordered by a court
- Mutual obligation activities undertaken for the purposes of Centrelink benefits.

### **8.4 Sponsors**

#### **Health Practitioners**

For the purposes of a HUA, a health practitioner means a:

- registered medical practitioner, or
- registered psychologist, or
- nurse within the meaning of the Nurses and Midwives Act 1991.

Any health practitioner qualified to provide medical or mental health treatment is eligible to provide treatment activities to be undertaken under a HUA, and supervise that treatment.

#### **Other Organisations and Individuals**

Sponsoring organisations and individuals must meet the following criteria:

- be approved through the NSW State Debt Recovery Office Work and Development Order Scheme or
- be a non-profit organisation with an ABN, a government agency, or a statutory body representing the Crown.



Bridge Housing may refuse to accept applications supported by organisations and individuals refused approval for the purposes of the WDO. WDO refusal will be taken as evidence of that organisation's unsuitability for the Hand Up scheme.

Bridge Housing may permit a participant to count a limited number of paid hours as Hand Up hours. Employers must have an ABN and issue proof of wages and hours worked to Hand Up participants.

### 8.5 Sponsor variation or addition to Hand Up activities

A variation or addition to the specific activities agreed in the HUA will be permitted, provided that the Hand Up sponsor:

- has approval to provide or supervise that kind of activity, and
- notifies Bridge Housing.

Bridge Housing retains the right to refuse variation or addition to the HUA.

## 9. Bridge Housing arrears management activity

A HUA does not replace a tenant's existing arrears repayment arrangements. However, Bridge Housing may agree to review the amount of repayments during development of a tenant's Personal Money Plan, should the agreed repayment amount be determined excessive or detrimental to the tenant's capacity to address their overall level of debt.

The intent is to assist tenants in financial hardship to immediately address toxic debt liabilities (e.g. high interest credit and store card debt and pay day lenders). Tenants continue to make an ongoing contribution to their arrears but are gaining significant reward for effort and fast tracking pay down through their participation in activities. In exceptional circumstances, where support is unavailable for some time and tenancy complexities compromise full compliance with arrears agreements, Bridge Housing may consider suspension of arrears action.

No eviction action will be taken against a tenant while a HUA is in place and the tenant is actively engaging in the program and paying rent and any repayment plans. Note that a stay of eviction action will only apply in relation to existing arrears. Bridge Housing reserves the right to take further action through the NCAT, including eviction, relating to arrears accumulated during the term of a HUA.

## 10. Cut out approach, rates and limit

Cut-out rates for HUA activities are intended to be a guide to ensure consistency and equity in HUAs. While the Schedule of Activities should generally be prepared on the basis of these rates, it is acknowledged that the individual circumstances of tenants are likely to vary.

A HUA may combine activities (for instance, mental health treatment combined with a living skills course). Paid work or activities undertaken for the purposes of a traineeship or an apprenticeship must **not** be the sole activity undertaken in a HUA.

**The maximum amount of arrears debt that can be satisfied through a HUA each month is four (4) weeks' rent for rent arrears and \$500 for non-rent arrears.**

**No more than 7 hours per month of paid work may be counted as Hand Up activities.**

## 10.1 Rent arrears cut out

Social housing rent is income based. To ensure tenant equity, Hand Up uses 'weeks in arrears' as the basis for identifying the level of rent arrears (e.g. 'significant arrears') and the rate at which those arrears may be cut out. The approach is designed to keep the level of debt and value of activity relative to rent paid.

Recommended cut out rates are:

- Unpaid work for or on behalf of an approved organisation: 1 day's rent per hour worked (or 1 week's rent for a 7 hour day), to a **maximum of 2 weeks rent per month**. Breaks are not to be counted
- Medical or mental health treatment in accordance with a practitioner's treatment plan: 1 day's rent per hour or 1 weeks rent for each week full of compliance (or a proportion for partial compliance).
- Educational, vocational or life skills course: 1 day's rent per course hour (or 1 week per full 7 hour day)
- Financial or other counselling (including attending significant case management meetings): 1 day's rent per hour of counselling.
- Drug or alcohol treatment: 1 day's rent per hour or 1 week's rent for each week for full compliance (or a proportion for partial compliance)
- Participation (as a mentee) in a mentoring program: 1 day's rent per hour or 1 week's rent for each week for full compliance (or a proportion for partial compliance)
- Paid work, where permitted: 1 day's rent per hour worked (or 1 week per full 7 hour) day, to a maximum of 1 week's rent per week worked. Breaks are not to be counted.

## 10.2 Non-rent arrears

Unlike social housing rent arrears, non-rent arrears are largely incurred regardless of income level e.g. they are the same cost for all tenants. Consequently, non-rent arrears are cut out at the same effective rate for all tenants. For program simplicity, cut out rates are as per the NSW WDO program. Cut out limits are specific to Hand Up.

Recommended cut out rates are:

- Unpaid work for, or on behalf of, an approved organisation: \$30 per hour worked or \$210 per full (7 hour) day, to a maximum of \$500 per month. Breaks are not to be counted
- Medical or mental health treatment in accordance with a practitioner's treatment plan: \$50 per hour or \$350 per full (7 hour) day, to \$500 per month for full compliance (or a proportion for partial compliance)
- Educational, vocational or life skills course: \$50 per hour or \$350 per full (7 hour) day, to a maximum of \$500 per month. Breaks are not to be counted
- Financial or other counselling (including attending case management meetings) \$50 per hour or \$350 per full (7 hour) day, to a maximum of \$500 per month
- Drug or alcohol treatment: up to \$500 per month for full compliance (or a proportion for partial compliance)
- Participation (as a mentee) in a mentoring program: Up to \$500 per month for full compliance (or a mentoring program proportion for partial compliance).

WDO rates for non-rent arrears will prevail where Hand Up and WDO rates are inconsistent unless indicated otherwise in these Guidelines.

## 11. Bridge Housing HUA variation and revocation

Bridge Housing may vary and/or revoke a HUA in any of the following circumstances if:

- requested to do so by or on behalf of the tenant. For instance, Bridge Housing may vary a HUA to incorporate new or different activities
- a HUA application or a report on a HUA contains false or misleading information
- Bridge Housing is of the opinion that the tenant is no longer eligible for the scheme
- the sponsor is unable to continue to supervise the order or is in breach of their obligations
- Bridge Housing is satisfied that the tenant has failed, without reasonable grounds, to comply with the HUA. However, Bridge Housing will not vary and/or revoke the HUA on this ground unless it has taken reasonable steps to consult with the tenant and their sponsor.

In line with Bridge Housing's Compliments, Complaints and Appeals policy, the tenant will have 21 days to lodge a formal complaint before Bridge Housing can proceed to vary and/or revoke the HUA. If Bridge Housing varies or revokes a HUA it will advise the sponsor of the revocation or variation as soon as possible. In circumstances where a HUA has been revoked because of false or misleading information from the tenant, the HUA may be deemed invalid and all arrears reinstated.

## 12. Completing a HUA

On successful completion of a HUA, the arrears to which the HUA relates is taken to be satisfied at the rate set out in the HUA. Partial completion of a HUA will result in only part satisfaction of the arrears, at the rate set out in the HUA.

If a tenant has arrears after a HUA has been closed, the tenant should enter into arrangements with Bridge Housing to satisfy that debt. Otherwise Bridge Housing may recommence enforcement action in the NCAT.

## 13. Record-keeping and reporting requirements

### 13.1 Record-keeping requirements

Sponsors should keep HUA records containing the following information:

- Documentation to support their assessment of client eligibility
- A copy of the HUA and Schedule of Activities
- Documentation showing the level of compliance with the HUA. This should include:
  - hours or days of attendance or participation
  - completion of any assessments
  - compliance with any course of treatment.

#### **Sponsor storage of and access to HUA records**

HUA records must be held in accordance with the provisions of relevant privacy laws and standards. Staff are to treat HUA records as confidential.

On request, sponsors are to provide representatives of Bridge Housing with copies of HUA records, subject to reasonable notice being given to the sponsor and privacy requirements.

### 13.2 Reporting requirements

Approved organisations and health practitioners are required to report to Bridge Housing monthly, on the progress of each active HUA under their supervision. These reports must detail the number of hours/days or months of activities deemed satisfactorily completed by clients (or conversely where no activities have been completed for that month). Reports are required to be submitted by email to Bridge Housing.

Documents submitted for compliance and audit for the purposes of the WDO scheme may be used for the purposes of the Hand Up program.

Approved organisations and health practitioners must report to Bridge Housing as soon as possible within seven days following the successful completion of a HUA.