



SDA 002

Provision of Specialist Disability Accommodation Policy

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Version	Date Reviewed	Change Summary
1.0	15 May 2025	Developed and Introduced CHC COO
	17 June 2025	Approved CEO

1. AUTHORISING AUTHORITY

Approval Authorities:	All Executive Leadership Roles within CHC.
Administration of Policy	All Business Line Managers
Adherence to Policy:	All CHC Staff
Scope:	<p>This policy applied to:</p> <p>All NDIS participants eligible for SDA funding</p> <ul style="list-style-type: none">• All SDA homes managed by CHC• All CHC staff and contractors involved in SDA tenancy and property management• All current and future SDA tenants supported by CHC

2. PURPOSE / BACKGROUND

This policy explains how CHC provides Specialist Disability Accommodation (SDA) for people living with a disability including those individuals who have very high support needs or experience extreme functional impairment. CHC is a registered SDA provider under the NDIS.

The purpose of this policy is to make sure that every person who uses CHC's SDA has access to housing that meets their needs, upholds their rights, and supports their choice and control over where and how they live.

SDA is accommodation for people with a disability who require specialist housing solutions. CHC will adhere to the National Disability Insurance Scheme (NDIS) Act 2013 (Cth) and Rules, the NDIS Practice Standards, and the Residential Tenancy Act 1997 (ACT) and other laws and guidelines as they apply to the delivery of SDA services.

3. POLICY DETAIL

CHC's goal is to provide safe, appropriate housing options in the community for people with very high needs. SDA is designed to benefit a small group of NDIS participants by giving them access to housing that is tailored to their needs and helps reduce the amount of daily personal support they require.

SDA is linked to disability support services, often called **Supported Independent Living (SIL)**. While CHC may work closely with SIL providers, our role is to manage the housing, not the support services.

Participants have the right to choose their support provider independently from their housing provider. SDA funding is designed to give people more choice and better housing outcomes.

Throughout this policy the person who is provided accommodation will be referred to as the participant /tenant.

All participants /tenant residing in a CHC SDA property have their legal and human rights upheld including the right to:

- Individual Autonomy
- Choice and Control
- Innovation
- The opportunity to be actively involved in decision making processes, and
- The opportunity to access the physical, social, economic, spiritual and cultural environment.
- Request reasonable adjustments or modifications to the dwelling to meet individual needs.
- Communication that is responsive to individual need and where possible easy read documents are provided to assist in understanding.

At CHC, tenancy management for Specialist Disability Accommodation (SDA) is centred on respect, stability, and the individual needs of each tenant. It goes far beyond collecting rent or arranging maintenance. CHC's role is to ensure that every person living in an SDA property managed by CHC is supported to maintain a safe, secure, and stable home , one that aligns with their NDIS plan and enables their independence.

CHC's approach is person-centred, meaning we tailor tenancy services to the unique needs and preferences of each tenant. CHC aim to build trusted partnerships with tenants and, where appropriate, their support networks. Staff should focus on early identification of risks to tenancy, and proactive engagement to resolve issues before they escalate. The goal is to sustain tenancies, promote tenant rights, and deliver housing services in alignment with NDIS Practice Standards and the Residential Tenancies Act 1997 (ACT).

In all tenancy interactions, staff are expected to act with professionalism, cultural awareness, and a commitment to housing security and tenant empowerment. Tenancy decisions should always prioritise dignity, safety, partnership, and choice.

Key Policy Settings and Policy Alignment

CHC delivers SDA in line with:

- The NDIS (Specialist Disability Accommodation) Rules 2021
- The NDIS Practice Standards (SDA Module)
- The SDA Design Standard
- All relevant ACT tenancy, housing, and safety laws

This policy is developed and implemented in alignment with the *Human Rights Act 2004 (ACT)*. CHC is committed to ensuring that all services, decisions, and interactions uphold and respect the human rights of individuals and communities.

In particular, this policy supports:

- Recognition and Equality before the Law by promoting inclusive, fair, and non-discriminatory practices that accommodate the diverse needs of people, including those who may experience vulnerability due to disability, age, mental health, cultural background, economic disadvantage, or exposure to trauma.
- Protection from Degrading Treatment by committing to service delivery and decision-making that is respectful, dignified, and free from humiliating or inhumane treatment, especially in times of distress or crisis.
- Protection of Families and Children by ensuring that policies and procedures give due regard to the rights of children and the importance of preserving family relationships, particularly in situations involving housing instability or tenancy management.
- Privacy and Reputation by handling all personal and sensitive information with care, protecting individuals from unlawful or unjustified intrusions, and promoting respectful communication and record-keeping practices.

Difference Between SDA and SIL

It's important to understand that SDA refers to the *home itself*, the physical property that meets accessibility and safety standards. This is different from Supported Independent Living (SIL), which refers to the *day-to-day support services* provided to help individuals develop skills, complete daily tasks, and live as independently as possible.

SIL supports are delivered in the home but are separate from the property or tenancy.

At CHC:

- **CHC is the SDA Provider**, which means we manage the home and tenancy arrangements.
- **SIL Providers** are separate organisations responsible for delivering the personal support services within the home.

While SDA and SIL providers have distinct roles, there may be situations where there is a connection between the two. In these cases, we take steps to ensure tenants are informed, comfortable, and supported.

CHC will discuss any relationship between the SDA and SIL providers with each tenant as part of their SDA Accommodation Agreement. Where there is any potential for a conflict of interest, especially if it might affect a tenant's rights or choices, CHC work to ensure that this is clearly explained and appropriately managed.

Our priority is always to support tenants to feel safe, respected, and empowered in their home.

Conflict of Interest

A participant / tenant has a right to exercise choice and control over other NDIS support providers that may assist the participant in their supported independent living. CHC will support NDIS participants to understand the distinction between us as the dwelling provider and other support services that may be engaged.

CHC has a conflict-of-interest policy which outlines how a staff member is required to disclose any conflict of interest, or potential conflict of interest to their manager. If a conflict of interest occurs, the CHC staff will remove themselves from any decision-making processes that may have the potential to compromise the participant or the organisation.

The participant's / tenant's housing rights, including security of tenure is upheld, irrespective of any decision the participant / tenant makes in relation to other supports.

Enrolment of SDA Properties

SDA properties shall be designed and enrolled with the NDIS in accordance with the SDA design standards and National Construction Code, Building Code of Australia, and other standards as they apply. SDA properties shall be maintained in a good state of repair having regard to the safety, security, and privacy of participants / tenants. Further information about this can be found in the Enrolment of SDA Properties Policy.

4. ASSOCIATED GUIDELINES AND ANNEXURE.

Annexure A provides practical guidance for staff and are essential for policy implementation:

1. Accommodation Agreement Guidelines
2. Rent Contribution Framework Guidelines
3. Tenancy Management Procedures Guidelines
4. Ending a Tenancy: Process and Support Guidelines
5. SIL Collaboration Guidelines
6. Complaints and Feedback Handling Guidelines
7. Vacancy Management

5. LEGISLATIVE AND REGULATORY FRAMEWORK

This policy complies with the following external legislation and requirements:

- NDIS Standards and Quality Indicators 2020
- NDIS (Specialist Disability Accommodation) Rules 2018
- United Nations Convention on the Rights of Persons with Disabilities
- Disability Discrimination Act 1992
- Disability Services Act 1986
- Residential Tenancies Act 1997/2011 (ACT)

Annexure A. Implementation Guidelines

1. Accommodation Agreements at CHC

As the SDA Provider, CHC is required to enter into a written Accommodation Agreement with each tenant who is an NDIS participant receiving Specialist Disability Accommodation. This agreement clearly sets out the rights, responsibilities, and expectations of both CHC and the tenant.

An SDA Tenant Handbook will be provided to all participants/tenants living in a CHC owned or managed property.

CHC will provide every tenant with a signed copy of their Accommodation Agreement and support them to understand its content. An Easy English version is also available to ensure the agreement is accessible to all tenants.

Key elements of CHC's Accommodation Agreement include:

- A written agreement is provided free of charge to all tenants.
- It outlines the clear separation between CHC's role as the SDA Provider (managing the property and tenancy) and the role of any Supported Independent Living (SIL) Provider delivering support services in the home.
- It includes the process for tenants to change their support provider if they choose.
- It details CHC's responsibilities as the housing provider, including privacy, access, maintenance, and complaints handling.
- It explains the rights and responsibilities of tenants in plain terms.
- Contact details are provided so tenants know who to speak to about repairs, tenancy concerns, or questions about their home.

2. Rent Contributions

The Accommodation Agreement also sets out how rent is calculated in line with the NDIS SDA Pricing and Payments Framework. CHC follows the national standard, meaning:

- Rent will not exceed 25% of the basic Disability Support Pension,
- Plus 100% of Commonwealth Rent Assistance.

Note: In certain circumstances we may consider the following in other disability housing tenancy arrangements:

- Plus 25% of the Pension Supplement (if received),
- Plus 25% of the Youth Disability Supplement (if received),

CHC does **not** charge a rental bond under SDA tenancy arrangements.

In some cases, where the property is owned by a government agency, the format and content of the Accommodation Agreement may be guided by that agency's requirements. CHC will always

make sure that agreements meet NDIS requirements and prioritise tenant understanding, choice, and control.

3. Partnerships with SIL Providers

At CHC, we recognise that a strong and respectful partnership between the SDA Provider and the Supported Independent Living (SIL) Provider is essential to delivering safe, stable, and high-quality housing and support for people with disability.

To ensure this collaboration is clear and effective, CHC formalise working relationships with each SIL Provider through a Collaboration Agreement. These agreements outline how CHC and the SIL Provider will work together to uphold tenant rights and ensure high standards of service delivery. Key elements include:

- Clearly defined roles and responsibilities of CHC and the SIL Provider, both to each other and to tenants.
- Agreed approaches to working together in the day-to-day operation of SDA dwellings.
- How conflicts of interest or disagreements will be identified, managed, and resolved.
- Clear communication protocols between CHC, the SIL Provider, and tenants.
- A shared commitment to respecting and upholding the rights of tenants.
- Joint responsibilities for property enrolment, maintenance and repairs, ensuring the dwelling continues to meet SDA design and compliance standards.
- Agreed procedures for responding to allegations of abuse, neglect, exploitation, violence or discrimination.
- Protocols for managing vacancies, including tenant transitions and onboarding.
- Plans for service continuity in case of emergency, critical incident, or natural disaster.
- The terms and conditions under which the agreement can be reviewed, amended, or terminated — including where a tenant requests a change in providers.
- These agreements are essential to maintaining a transparent and tenant-focused model, where the delivery of housing and supports are coordinated without compromising tenant choice, rights, or safety.

4. Service Agreements with participants

As part of the sign up under the Accommodation Agreement for Specialist Disability Accommodation the participant /tenant / nominated NDIS contact is supported to understand the terms and conditions that apply to the agreement. This document is governed by the requirements under the NDIS and abides by the Residential Tenancy Act 1997 (ACT).

In keeping with legislative requirements, the participant / tenant and/or nominee will be provided with a copy of the agreement.

5. Tenancy Management Guidance

Activity	Guidance
Starting the Tenancy	At the beginning of each tenancy, staff are responsible for ensuring the SDA Accommodation Agreement is clearly explained and provided in a format the tenant can understand, including Easy English if required. Staff must explain CHC's role as the SDA provider, separate from any Supported Independent Living (SIL) or support services, and assist the tenant in setting up a rent payment method that suits their circumstances. CHC does not charge bonds for SDA properties.
Rent Management	Rent must align with SDA pricing rules. Rent management includes ensuring rent is calculated in line with the SDA Pricing and Payments Framework, monitoring payments, and responding early to any issues. If a tenant falls behind, staff must take a supportive approach, engaging the tenant or their nominated representative to avoid stress and financial hardship.
Property Maintenance and Modifications	Property maintenance is a core function of tenancy management. Staff are expected to schedule and document routine inspections, urgent and non-urgent repairs, and mandatory safety checks such as smoke alarm and safety switch testing. If a tenant requires changes to the home due to disability-related needs, staff should support the request in collaboration with support coordinators and occupational therapists, and assist with the NDIS funding process as needed.
Monitoring Suitability and Eligibility	Tenancy management also involves ensuring the property remains suitable for the tenant and compliant with SDA enrolment requirements. Staff should monitor changes in tenant needs, support arrangements, or NDIS eligibility, and provide assistance during plan reviews or transitions to Continuity of Support. Any collaboration with support coordinators or guardians must be done with the tenant's consent.
Supporting Tenancy Stability	Tenancy risks must be identified early. Sustaining a tenancy means preventing problems before they arise. Staff should be alert to early signs of stress, such as rent arrears, complaints, safety concerns, or conflict between tenants. Where risks are identified, CHC takes a problem-solving approach, offering flexibility, working with the tenant to stabilise their housing, and involving external services or supports where needed.
Managing Transitions and Exits	When transitions or exits occur, CHC staff must coordinate respectfully with the tenant and their supports. Whether the tenant is going away for a period, changing SIL providers, or choosing to leave the home, staff should guide the process, ensure notice requirements are met, and conduct a professional handover. Where CHC initiates an exit, all alternatives must be considered.

	first, and the process must be collaborative, trauma-informed, and comply with SDA requirements.
Responding to Feedback and Complaints	Staff ensure tenants are aware of feedback rights, respond promptly to concerns, and encourage use of CHC's complaints process or advocacy.
Starting the Tenancy	Staff must provide and explain the SDA Accommodation Agreement in an accessible format, clarify roles, and support rent setup. No bond is charged.
Rent Management	Rent must align with SDA pricing rules. Staff are to monitor payments, engage supportively around arrears, and work with representatives as needed.
Property Maintenance and Modifications	Routine inspections, repairs, and safety checks are required. Staff support modification requests in line with OT recommendations and NDIS funding.
Monitoring Suitability and Eligibility	Staff must track changes in tenant needs and eligibility, assist with plan reviews, and liaise with guardians or coordinators with tenant consent.
Supporting Tenancy Stability	Tenancy risks must be identified early. Staff should respond with flexible, supportive solutions in collaboration with tenants and external supports.

Tenant Responsibility to Inform of Changes.

To support a smooth and successful tenancy, CHC encourage open and timely communication. Tenants are responsible for keeping CHC informed of any changes to their personal circumstances that may affect their eligibility for SDA, their safety, or their housing arrangement.

Specifically, Tenants are asked to let CHC know about the following:

- If they are planning any extended holidays or absences from the property.
- If they intend to end their Accommodation Agreement or lease, including providing the required notice.
- If their NDIS Plan or Continuity of Support (COS) Plan is updated or changed, including providing copies of the current plan and any future updates.
- If they are seeking to change elements of their plan that relate to their SDA eligibility, such as the type of SDA, the funding amount, or whether they continue to receive Supported Independent Living (SIL) supports.
- If anything affects their ability to live safely in the SDA dwelling.
- If they no longer receive SIL funding, as this may affect their eligibility for SDA.
- If there are any changes to guardian, family, or financial trustee arrangements that could impact on tenancy management or accommodation payments.

- Any other changes in personal or financial circumstances that may influence their housing situation or rent contribution.

This information helps CHC ensure that tenants continue to meet SDA program requirements and receive appropriate support in maintaining their tenancy.

CHC will work alongside tenants and their representatives to make sure their housing remains stable, safe, and aligned with their individual goals and needs.

6. Vacancy Management

When a vacancy occurs, CHC works with SIL providers to find suitable new tenants. This approach is covered in SDA 006 SDA Vacancy Policy and includes:

- Matching participants based on needs and preferences
- Ensuring existing tenants are involved where appropriate
- Maintaining a safe and respectful living environment for all tenants

7. Ending an Accommodation Agreement

Tenant-Initiated Termination

Tenants have the right to end their Accommodation Agreement at any time, provided they give 30 days' written notice of their intention to vacate.

Once notice is received, CHC will work closely with the tenant, their representative (if applicable), and the SIL Provider to confirm the plans and coordinate a seamless exit for the tenant, where possible.

Unless otherwise agreed, the tenant is responsible for accommodation payments through to the end of the notice period.

CHC encourage feedback upon exit via the individual or with the assistance of the service provider or nominated representative. This provides an opportunity for CHC to:

- Ensure a respectful and supported transition,
- Gather feedback on CHC's service delivery,
- Identify any lessons to improve our future practice.

CHC-Initiated Termination

In rare cases where CHC considers ending an Accommodation Agreement, we will first attempt to work with the tenant and their support team to resolve any issues. This includes:

- Holding a meeting with the tenant, their representative, the SIL Provider, NDIS or COS Support Coordinator, and any other relevant parties.
- Exploring whether additional supports or adjustments could enable the tenant to safely continue living in the property.

- If a resolution is reached, the tenancy will continue. If not, a follow-up meeting will be held to determine next steps. In such cases, at least 90 days' notice will be provided, and CHC will work with the tenant and the NDIA to identify and support a safe relocation to suitable accommodation.

Immediate Termination (Exceptional Circumstances)

CHC may terminate an Accommodation Agreement with shorter notice if:

- The property is being used for illegal purposes.
- The tenant fails to pay required accommodation payments after being issued with overdue notices.
- SDA funding is no longer included in the tenant's NDIS or COS plan.
- The tenant has intentionally caused serious damage to the property.
- The tenant cannot be supported safely in the property without presenting a serious risk of harm to themselves or others.

In all situations, CHC prioritises fair process, tenant dignity, and collaboration with support services to ensure the best possible outcomes for the tenant.

8. Feedback, Complaints & Appeals

CHC is committed to creating a safe, respectful, and responsive environment where tenants feel confident to raise concerns or provide feedback about their housing or the services they receive.

CHC will ensure that all tenants are informed of their right to make a complaint or raise concerns about:

- The condition or maintenance of their home,
- Any disputes or concerns involving another resident, or
- The service provided by CHC as the SDA provider.

This information is explained in person when the SDA Accommodation Agreement is signed and is also included in the SDA Tenant Handbook for easy reference.

Tenants are encouraged to speak up if they are dissatisfied or have concerns. CHC will treat all feedback seriously and handle all complaints fairly, confidentially, and without negative consequence to the tenant.

For more information, please refer to CHC's Complaints and Appeals Policy, which outlines the process, timeframes, and principles we follow when managing complaints and feedback.