

Remote Area Housing (Kalgoorlie Region) Procedures

1. COMPLIANCE OBLIGATION SUPPORTED

Remuneration and Benefits Policy

2. PROCEDURAL DETAILS

- 2.1. The University will assist eligible employees relocating to the <u>Kalgoorlie region</u> by providing <u>Curtin Housing Assistance</u>, comprising:
 - (a) financial assistance in the form of a Rental Subsidy; and
 - (b) housing assistance in the form of suitable local accommodation:
 - (i) leased from the University's Kalgoorlie property portfolio (a <u>Curtin Residence</u>); or
 - (ii) leased from the local rental market (a Non-Curtin Residence), subject to availability, if a Curtin Residence is not available.

2.2. Eligibility

- 2.2.1. Employees must be:
 - (a) Curtin employees who have existing Curtin remote area housing assistance arrangements; or
 - (b) Curtin employees who are required to relocate and reside in the <u>Kalgoorlie</u> region in order to undertake their role with the University:
 - (i) for a period of at least one year's duration (including secondments); and
 - (ii) are engaged on a fixed term or continuing contract of 0.8 FTE (Full-Time Equivalent) or greater; and
 - (iii) do not own or have under mortgage, residential housing in the Kalgoorlie region; and
 - do not have access to accommodation in the <u>Kalgoorlie region</u> that is provided by an alternative organisation or housing scheme (e.g., Government Regional Officer Housing (GROH)).
- 2.2.2. New employees eligible under s.2.2.1(b) may be offered <u>Curtin Housing Assistance</u> by the Chair of the Selection and Recruitment Panel ('Chair') subject to prior approval by the Head of School or Area. Where this offer is accepted, the Chair will convey acceptance to the Head of School or Area, <u>PF&D</u> Commercial, and also record this on the recruitment panel report to alert People and Culture (PAC).
- 2.2.3. Where an employee is required to relocate and reside in the <u>Kalgoorlie region</u> for a period exceeding 6 months but less than 12 months', the Head of School or Area overseeing the Kalgoorlie-based position may offer, subject to the prior approval by the Chief Operating Officer and confirmation of housing availability by <u>PF&D</u> Commercial, either <u>Curtin Housing Assistance</u> or an alternative short-term accommodation solution. This provision applies to employees who are not eligible under s.2.2.1(b)(i) but fulfil the other eligibility criteria of section 2.2.1(b).
- 2.2.4. For employees falling within the category outlined in s2.2.3, the funding for the chosen accommodation solution will be sourced from the Head of School or Area's cost centre. Upon approval of Curtin Housing Assistance and acceptance by the employee, the Head of School or Area will communicate this approval and acceptance to PF&D Commercial and PAC.
- 2.2.5. The Head of School or Area is responsible for notifying <u>PF&D</u> Commercial, via <u>PropertyPortfolio@curtin.edu.au</u>, as soon as possible (and prior to any offer being made to an employee) of any upcoming Kalgoorlie-based position(s) that may be eligible for Curtin Housing Assistance. The provision of a Curtin or Non-Curtin Residence is subject to availability and will be administered by PF&D Commercial.
- 2.2.6. The maximum period for which <u>Curtin Housing Assistance</u> may apply is the lesser of:

- (a) the employee's employment contract period; or
- (b) five years.

Further periods may be offered if deemed appropriate by the Head of School or Area, subject to prior approval by the Chief Operating Officer.

2.2.7. If Curtin Housing Assistance is withdrawn in accordance with 2.2.6(b), Curtin will provide the employee no less than three (3) months' notice.

2.3. Rental Subsidy

- 2.3.1. The Rental Subsidy will be the lesser of:
 - (a) 50% of the market rent for the subject Curtin or Non-Curtin Residence; or
 - (b) \$500 per week (equating to a maximum market rent of \$1,000 per week).
- 2.3.2. Only one Rental Subsidy may apply to a residence at any one time.
- 2.3.3. A <u>Rental Subsidy</u> will only apply when an eligible employee is listed as the tenant in the lease, and the only person(s) living in the property are the eligible employee or the eligible employee and their <u>immediate family member(s)</u>,
- 2.3.4. Tenants are not permitted to assign their interest in the tenancy or to sub-let the premises.
- 2.3.5. Before a <u>Rental Subsidy</u> can be applied towards the employees rent, the following documents will be held:
 - (a) a copy of this procedure with Schedule 1 signed by the employee and kept on their personnel file by People and Culture;
 - (b) a copy of the pro-forma leasing contract(s), consistent with the *Residential Tenancies Act 1987* (WA) held by PF&D Commercial;
 - (c) a copy of the <u>security bond</u> lodgement held by the Managing Agent or PF&D Commercial; and
 - (d) confirmation of the payment arrangement, including any salary sacrifice arrangements for the rent payable under a lease agreement will be held on the personnel file. (Note: the rental deduction amount is confirmed by PF&D Commercial).
- 2.3.6. If an employee's contract with the University ceases, any <u>Rental Subsidy</u> will cease on the final day of employment, and if the employee resides in:
 - (a) a <u>Curtin Residence</u>, the lease may continue until the end of the current lease term with any extension at Curtin's sole discretion; or
 - (b) a Non-Curtin Residence:
 - i the lease must transfer to the employee, or the lease must be ended;
 - ii the employee is responsible for working with Curtin to achieve 2.3.6.(b).i;
 - iii the employee is responsible for paying all associated third-party lease costs or penalties that may be incurred by Curtin;
 - iv the employee will comply with relevant requirements within the lease and the *Residential Tenancies Act 1987 (WA)*.
- 2.3.7. The <u>Rental Subsidy</u> does not include any costs or charges for supply of utilities, internet service, telephone service, cleaning, gardening, or relocation costs which are payable by the employee in full.

2.4. Renting a Curtin Residence

- 2.4.1. Employees renting a Curtin Residence will, before occupying the residence:
 - (a) execute a lease agreement pursuant to the <u>Residential Tenancies Act</u> 1987 (WA), as provided by the <u>Managing Agent</u>; and
 - (b) pay the <u>Security Bond</u> in accordance with the lease agreement directly to the <u>Managing Agent</u>. The <u>Managing Agent</u> will prepare a Bond Lodgement Form for employee signing, and the Managing Agent will lodge the <u>Security Bond</u> and completed Bond Lodgement Form with the <u>Bond Administrator</u>; and

- (c) arrange their own salary sacrifice and payroll deductions with PAC for the rent payable under the lease agreement (less any Rental Subsidy); and
- (d) review, update as required, and sign the Property Condition Report prepared by the <u>Managing Agent</u>.

2.4.2. Rents for Curtin Residences:

- 2.4.2.1. Will be determined in accordance with the lease agreement by PF&D Commercial based on but not exceeding a current market rental assessment from Curtin's <u>Managing Agent</u> based in the <u>Kalgoorlie region</u>.
- 2.4.2.2. Any rental variation will be effective from 60 calendar days of written notice being provided to the tenant or in accordance with the lease agreement, whichever is the lesser period.
- 2.4.2.3. The employee is responsible for contacting <u>PAC</u> to make any adjustments that may be required to their salary sacrifice arrangements prior to that payment being due under their lease.
- 2.4.3. Employees must comply with all the terms and conditions specified in the lease agreement, including keeping the residence in a clean and tidy condition and working co-operatively with the Managing Agent to enable access to maintain and inspect the property, and failure to do so will entitle Curtin to withdraw the <u>Rental Subsidy</u> and may result in termination of the lease agreement.
- 2.4.4. Employees will comply with this Procedure and failure to do so will entitle Curtin to withdraw the Rental Subsidy and may result in termination of the lease agreement.
- 2.4.5. Casual employees and individuals not eligible for Curtin Housing Assistance may apply for a <u>Curtin Residence</u> in-line with general market applicants if a property vacancy exists.

2.5. Renting a Non-Curtin Residence

- 2.5.1. Employees renting a Non-Curtin Residence under this procedure will:
 - (a) identify an appropriate residence available for rent on the open market, in consultation with and subject to <u>PF&D</u> Commercial approving the residence's location, size, and weekly rental; and
 - (b) assist <u>PF&D</u> Commercial as required so that Curtin can execute a lease agreement with the relevant third-party owner via that owner's appointed property manager; and
 - (c) before occupying the residence:
 - (i) execute a sub-lease agreement with Curtin pursuant to the <u>Residential Tenancies Act 1987 (WA)</u>, as provided by PF&D Commercial; and
 - (ii) pay the <u>Security Bond</u> directly to the Bond Administrator in accordance with the sub-lease agreement. PF&D Commercial will prepare a Bond Lodgement Form for employee execution, and PF&D Commercial will lodge the completed Bond Lodgement Form with the Bond Administrator; and
 - (iii) arrange their own salary sacrifice and payroll deductions with PAC for the rent payable under the sub-lease agreement (less any Rental Subsidy); and
 - (iv) review, update as required, and sign the Property Condition Report prepared by the third-party owner's property manager.

2.5.2. Rents for Non-Curtin Residences:

- 2.5.2.1. Will be determined by the third-party owner's property manager. For the avoidance of doubt, Curtin cannot control rents for properties not owned by Curtin (i.e., Non-Curtin Residences).
- 2.5.2.2. Any rental variation will be effective from 60 calendar days of written notice being provided to the tenant or in accordance with the sub-lease agreement, whichever is the lesser period.

- 2.5.2.3. The employee is responsible for contacting <u>PAC</u> to make any adjustments that may be required to their salary sacrifice arrangements prior to that payment being due under their sub-lease.
- 2.5.3. Employees will comply with all the terms and conditions specified in the sub-lease agreement, including keeping the residence in a clean and tidy condition and working co-operatively with the third-party owner's property manager to enable access to maintain and inspect the property, and failure to do so will entitle Curtin to withdraw the Rental Subsidy and may result in termination of the sub-lease agreement.
- 2.5.4. The term of any Non-Curtin Residence sub-lease agreement will typically be 12 months pending market conditions. Any extension of a Non-Curtin Residence lease term will be subject to the third-party owner's approval at its discretion. For the avoidance of doubt, Curtin cannot guarantee a lease extension for Non-Curtin Residences.

2.6. Allocation of a Curtin or Non-Curtin Residence

- Curtin prefers that employees occupy <u>Curtin Residences</u>, which are only available unfurnished.
- 2.6.2. PF&D Commercial will allocate Curtin Residences based on:
 - (a) aligning occupant numbers with house size;
 - (b) transport mobility and proximity to campus and, if relevant, local schools;
 - (c) documented health or mobility requirements; and
 - (d) the available housing stock.
- 2.6.3. An employee may request a <u>Non-Curtin Residence</u>, which they are to source themselves in accordance with s2.5.1, only where:
 - (a) an appropriate Curtin Residence is not available (for instance, available Curtin Residences do not have enough bedrooms to house the family); or
 - (b) the employee rejects an available and appropriate <u>Curtin Residence</u>, and such refusal is considered fair and reasonable based on consultation with the Head of School or Area and approval by PF&D Commercial.
- 2.6.4. When a <u>Curtin Residence</u> becomes vacant and is not required by eligible employees, or forecast employee arrivals provided to PF&D Commercial by the relevant Head of School or Area, it will be made available in the following priority:
 - (a) eligible employees residing in a <u>Non-Curtin Residence</u>, with Curtin contributing a maximum reimbursement of \$1,500 (incl. GST) towards relocation costs and utility connections (including internet), on production of tax invoices to PF&D Commercial.
 - (b) via the Managing Agent to non-eligible employees, Curtin students, and the general public at full market rent without <u>Rental Subsidy</u> for a maximum term of 1 year to preserve the availability of <u>Curtin Residences</u> for eligible employees.
- 2.6.5. All requests relating to employee housing needs or allocations are to be submitted to and administered by PF&D Commercial via the eligible employee's Head of School or Area. Where there are issues regarding employee requirements or expectations, employees can make a written submission to their Line Manager who will consult with their Head of School or Area and PF&D Commercial. The Director PF&D or Chief Operating Officer retains the absolute discretion to make the final determination.

2.7. University ownership and management of housing in Kalgoorlie

- 2.7.1. The University will own a range of residential properties to attract and retain employees in Kalgoorlie and to hedge against the impact of mining industry cycles on local housing availability in Kalgoorlie. This may include keeping residence/s available for short term and visiting employees.
- 2.7.2. The University will seek to maintain a stock of <u>Curtin Residences</u> in proportion to the total number of eligible employees working in Kalgoorlie, subject to annual

- review, based on Curtin's organisational priorities and with an indicative target of 75% of eligible employees.
- 2.7.3. If the Kalgoorlie region's vacancy rate is below 1% and there are no <u>Curtin Residences</u> or suitable <u>Non-Curtin Residences</u> available for Curtin employees then the Head of School or Area, in consultation with PF&D Commercial, may approve an acceptable alternative such as hotels, shared housing, student accommodation housing, <u>GROH</u> housing or Fly-In Fly-Out (FIFO) arrangements. The funding for the chosen alternative solution will be sourced from the Head of School or Area's cost centre.
- 2.7.4. Portfolio development decisions regarding the sale, purchase, demolition, construction or refurbishment of residential properties and land will be made by the Director PF&D taking into consideration Kalgoorlie business requirements and Curtin's capital plan and organisational priorities.
- 2.7.5. If a Curtin Residence is put to the market for sale:
 - (a) employees who are renting a <u>Curtin Residence</u> may apply to purchase the property, but they are expected to immediately disclose it to a Responsible Officer in the online Disclosure of Interest Register, in accordance with Curtin's <u>Disclosure of Relationships and Interests Procedures</u>;
 - (b) negotiations will only be conducted via the real estate property firm appointed by Curtin to manage the sale process; and
 - (c) the contractual terms and conditions of the sale will be approved by the Director PF&D according to standard business requirements to maximise the sale price irrespective of the purchaser.
- 2.7.6. Funds released by the sale of Kalgoorlie property or land will be included as Curtin general revenue.
- 2.7.7. A net zero operating budget will be controlled by PF&D Commercial, with long-term vacancy of Curtin Residences to be minimised.

3. RESPONSIBILITIES

Responsibilities are as set out in Section 2.

4. SCOPE OF PROCEDURES

These procedures apply to employees currently employed within the <u>Kalgoorlie region</u> and employees relocating to the Kalgoorlie region who meet the eligibility criteria and to employees who have existing Curtin remote area housing assistance arrangements.

5. DEFINITIONS

(Note: Commonly defined terms are located in the <u>Curtin Common Definitions</u>. Any defined terms below are specific to this document)

Bond Administrator

The Department of Commence (or such replacement government authority) responsible for the lodgement, release, and holding in Trust of Bond monies as required under Residential Tenancy Agreements in Western Australia.

Curtin Housing Assistance

The provision of a Rental Subsidy and Curtin Residence (or Non-Curtin Residence) to eligible Curtin employees, as detailed within sections 2.1 & 2.2 of this document.

Curtin Residence

A residential dwelling such as a house, villa or unit owned by the University for staff housing purposes.

GROH

Government Regional Officer Housing, a program administered by the Department of Communities to provide accommodation for public sector employees (such as teachers, health workers and police) who either reside or relocate to live in regional and remote Western Australia.

Immediate family member

Members of an employee's immediate family including:

- a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee;
- b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee;
- a person who, due to cultural or religious beliefs, is considered a member of the employee's family.

Kalgoorlie region

The area within 60km of the City of Kalgoorlie-Boulder and includes Bulong, Coolgardie, Kambalda, and Kanowna.

Managing Agent

An independent third-party real estate property management firm(s) based in Kalgoorlie, contracted by the University to provide local property management services for Curtin Residences.

Non-Curtin Residence

A residential dwelling such as a house, villa or unit not owned by the University but leased from the open market by the University for staff housing purposes.

PAC

Curtin University - People and Culture.

PF&D

Curtin University - Properties, Facilities & Development.

Rental Subsidy

A reduction in the amount of rent payable by an employee who is a residential tenant or subtenant of the University, as further detailed within section 2.3 of this document.

Security Bond

That amount as defined within the lease or sublease agreement (as applicable), typically equivalent to 4 weeks full rent, excluding any Rental Subsidy.

6. SCHEDULES

Schedule 1. Acknowledgement of Procedures

7. RELATED DOCUMENTS/LINKS/FORMS

- Disclosure of Relationships and Interests Procedures
- Residential Tenancies Act 1987 (WA)
- Higher Education Standards Framework (2021): Standard 2.3.2

Policy Compliance Officer	<u>Lisa Spiers</u> , Director Commercial, PF&D
Policy Manager	Chief Operating Officer
Approval Authority	Chief Operating Officer
Review Date	1 st April 2027

REVISION HISTORY (filled out by Compliance Services)

Version	Approved/ Amended/ Rescinded	Date	Committee / Board / Executive Manager	Approval / Resolution Number	Key Changes & Notes
New	Approved	22/01/2024	Chief Operating Officer	EM2402	

Amended	09/04/2024	Chief Operating Officer	EM2410	Partial amendment
Amended	08/08/2024	Chief Operating Officer	EM2420	Partial amendment

Schedule 1. Acknowledgement of Procedures

I have read and understood the Remote Area Housing (Kalgoorlie Region) Procedul						
Name (please print)						
Signature	/ Date					