



Specialist Disability Accommodation (SDA) and Residential Notices

Information for **residents**

This information is a summary only. For more detailed information you may need to call OPA, see a lawyer or disability advocate.

What is specialist disability accommodation?

Specialist disability accommodation (SDA) is a special type of housing provided to a participant of the NDIS.

The accommodation could be special because:

- it has a modified bathroom
- it has no steps and wide doors to enable use of a wheelchair
- it is built with robust materials that are not readily damaged
- the resident has very high support needs most appropriately met by SDA.

For you to get SDA, you need to be a NDIS participant and, either

- to have this approved as part of your NDIS services plan, or
- to have been living in a group home as at 1 July 2019.

The person who provides SDA is called an SDA provider.

How will I know I have SDA?

You can check if you have SDA because it will be included in your NDIS Plan.

If you live in a group home before 1 July 2019, you should have SDA in your NDIS Plan.

What rights do I have if I am in SDA?

If you were living in a group home on 1 July 2019, you will continue to have the same rights and responsibilities under the Disability Act 2006 until:

- you get a new agreement with your SDA provide or
- 1 January 2020 (whichever comes first).

You should get your new agreement by 1 January 2020. This new agreement will set out your rights and responsibilities.

These rights and responsibilities are no longer governed by the Disability Act 2006, but by the Residential Tenancies Act 1997.

How do I move from the old residential statement under the Disability Act to a new agreement under the Residential Tenancies Act?

The person who is providing you with SDA will contact you about the new agreement.

To help you, the SDA provider must give you some information that has been developed by Consumer Affairs Victoria.

The SDA provider must give you the information in a way most likely to help you understand it.

If you are not given this information, you may be able to end the agreement by giving a 'notice of intention to terminate' the agreement.

What does an SDA residency agreement say?

The SDA residency agreement must be in a standard form, which is available from the Consumer Affairs website. The SDA provider must give you a copy of the agreement.

The agreement will cover these sorts of things:

- the furniture in your room
- your rent
- other costs you may have to pay, such as for gas and electricity
- any house rules, such as sharing costs with other residents

- how you are to care for your home and how you are to relate to others you may live with
- repairs and maintenance
- when the SDA provider can come into your home or room
- that you have the right to see a community visitor
- how to make a complaint to your SDA provider.

How much rent will I have to pay?

This will be set out in the agreement.

The SDA provider must comply with the NDIS “Terms of Business”, a document found in the NDIS Provider Toolkit. In standard arrangements, the NDIS has put a maximum limit of 25% of a person’s disability support pension (DSP) plus all of the Commonwealth Rent Assistance you receive. If you receive a pension supplement or a youth disability supplement, 25% of these will be added to the amount of the rent.

What if I am not happy in my home, can I leave and find another place to live?

Yes, you can. But first you have to give the SDA provider a notice that you intend to leave, called a ‘notice of intention to vacate’. If you give this notice, your SDA provider must notify the Office of the Public Advocate (OPA) that you have given this notice.

Someone from OPA or a community visitor may call upon you to talk to you about why you want to leave. You can always ask for a visit from a community visitor.

If you leave your home, the National Disability Insurance Agency may review your NDIS plan to see if you still need SDA. If you do not need SDA any more, then it will be hard for you to move into another SDA property.

What if the SDA provider no longer wants me in my home?

If you have a residency agreement, the SDA provider could issue you with a notice to leave your home, but you do have rights to challenge this at the Victorian Civil and Administrative Tribunal (VCAT).

There are two types of notices the SDA provider can give you.

1. A notice of temporary relocation
2. A notice to vacate.

What is a notice of temporary relocation?

A notice of temporary relocation enables the SDA provider to relocate you to another place for a period of time set out in the notice. The other place must be suitable for you.

The notice must set out the number of days you will be relocated. At the end of that time, you are entitled to return to your home unless you have been given a notice to vacate.

The SDA provider could give you a notice of temporary relocation for a number of reasons, such as:

- you have endangered the safety of others
- you have caused serious disruption to the others at your home
- you can no longer be properly supported at your home
- it is necessary for your safety or wellbeing
- you have caused serious damage to your home
- your home needs repairing or renovating.

When the SDA provider gives you a notice of temporary relocation, they are also required to notify these people as well:

- the National Disability Insurance Agency (NDIA), which runs the NDIS
- OPA
- Consumer Affairs Victoria, and
- the person who supports you in your home (called a 'Supported Independent Living provider' or 'SIL provider')

OPA will want to follow up with you about the notice. This might be done by a member of OPA staff or by community visitors, or by both.

What is a notice to vacate?

A notice to vacate is a notice given by the SDA provider telling you to leave your home.

The SDA provider can only do this in certain limited circumstances, such as:

- you owe 14 days rent
- you have endangered the safety of others (must get a notice of temporary relocation first)
- you have caused serious disruption to the others at your home (must get a notice of temporary relocation first)
- you can no longer be properly supported at your home (must get a notice of temporary relocation first)
- it is necessary for your safety or wellbeing (must get a notice of temporary relocation first)
- you have caused serious damage to your home (must get a notice of temporary relocation first)
- your home needs repairing or renovating (must get a notice of temporary relocation first)
- the house is to be sold and is being sold on the basis that no-one is living there.

In most of these examples you should get a notice of temporary relocation before a notice to vacate. This is so that, when you are in your temporary relocation, people will work to resolve any issues so you can return home.

Sometimes a person other than the SDA provider can give you a notice to vacate. This could be where a lender to the owner of the property wants to sell the property to get back money the lender is owed.

If I get an notice to vacate, how long before I have to move?

You will have at least 90 days.

The notice to vacate must tell you why you are getting the notice, including the grounds for giving you the notice.

You can apply to VCAT for a review of the notice in that 90 days.

The SDA provider can withdraw the notice at any time before the 90 days are up.

Where can I get more information?

Office of the Public Advocate

Phone: 1300 309 337

Email: residentialnoticesopa@justice.vic.gov.au

Website: publicadvocate.vic.gov.au

Consumer Affairs Victoria

Phone: 1300 404 319

Website: consumer.vic.gov.au

Email: Via the online enquiry form on Consumer Affairs Victoria's website