

# 46. Specialist Disability Accommodation Policy and Procedure

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## Purpose

The purpose of this policy and procedure is to support NDIS participants' access to Australian Quality Care's specialist disability accommodation (SDA) dwellings, in a way that is consistent with their legal and human rights and supports their choice and control. It also aims to ensure Australian Quality Care's SDA complies with NDIS and other legislative requirements and is safe and of a high standard.

## Scope

It applies to all potential and existing participants who reside in Australian Quality Care's SDA dwellings, as well as staff managing those environments. It meets relevant legislation, regulations, and Standards.

## Policy

Australian Quality Care supports each participant's access to SDA dwellings, consistent with their legal and human rights. This includes their right to live with residents who are not eligible for SDA and to choose to share a bedroom with others, where possible.

Australian Quality Care supports participants to exercise informed choice and control, including with respect to the support provided in their SDA, and which service provider delivers it.

Australian Quality Care supports participants to understand the terms and conditions that apply to their SDA and the associated service or tenancy agreements.

Each participant's SDA dwelling meets the requirements of the design type, category and other Standards that were identified through the dwelling enrolment process.

Each participant accessing an Australian Quality Care SDA dwelling is supported with effective tenancy management.

## Definitions

**Building Authority** - a body or entity established by a State or Territory to administer or regulate the design, construction, renovation, alteration, or extension of buildings, including plumbing and other service installations.

**Complex Home Modification** - modifications to a dwelling that are designed to address multiple, complex needs of a participant that require structural alteration to the building.

**Density Restriction** – a limit on the number of residents that can reside across all dwellings on a single parcel of land. Density restrictions apply when a parcel of land contains two or more dwellings, and at least one of those dwellings are either a New Build or Existing Stock (see definitions below). Density restrictions are set out in the *National Disability Insurance Scheme (Specialist Disability Accommodation) Rules 2020*.

**Intentional Community** - a residential community designed to have a high degree of social cohesion, achieved through teamwork, and agreed shared values. The members of an intentional community have chosen to live together based on common social values and have committed to the principle of mutual support. An intentional community:

- has a defined and explicit agreement under which residents have agreed to live in accordance with shared common values, including the principle of mutual support
- is controlled by the members or residents and is not governed by a single entity such as a support provider and
- includes general market housing and is not solely designed to provide supported accommodation services.

The Density Restrictions in Intentional Communities allow for a higher concentration of SDA and SDA participants.

**Dwelling** – a home used for the purpose of specialist disability accommodation. There are three types of dwelling recognised under the NDIS:

**Existing Stock** - A dwelling is Existing Stock if:

- it is not a New Build (see below) and
- it is or will be enrolled to house:
  - five or fewer long-term residents (excluding support staff) or
  - more than five long-term residents from the same family<sup>1</sup> or
- (if it is not the home of an eligible participant who intends to provide SDA to themselves as an SDA provider) it has, at any time between 1 July 2013 and 1 December 2016, accommodated a resident:
  - with extreme functional impairment or very high support needs or

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<sup>1</sup> If the dwelling is the home of a participant who intends to provide SDA to themselves as an SDA provider, only the participant, their spouse or de facto partner and their children can reside there.

- who received disability related supported accommodation (or equivalent) payments from a State, Territory or Commonwealth Government or
- it is an aged care, health care or other facility that is specifically intended for use as specialist disability accommodation and
- its shared areas and at least one bedroom and one bathroom comply with the minimum requirements for any of the SDA Design Categories.

**Legacy Stock** - A dwelling is Legacy Stock if:

- it is not a New Build (see below) and
- it is or will be enrolled to house more than five long-term residents (excluding support staff) or
- it has at any time between 1 July 2013 and 1 December 2016 (or if construction was completed on or before 31 December 2018, after construction finished) accommodated a resident:
  - with extreme functional impairment or very high support needs or
  - who received disability related supported accommodation (or equivalent) payments from a State, Territory or Commonwealth Government or
- it is an aged care, health care or other facility that is specifically intended for use as specialist disability accommodation and
- its shared areas and at least one bedroom and one bathroom comply or substantially comply with the minimum requirements for any SDA Design Category.

**New Build** - A dwelling is a New Build if:

- either:
  - it was issued its first certificate of occupancy (or equivalent) after 1 April 2016 or
  - it has been renovated or refurbished and issued with a certificate of occupancy (or equivalent) after 1 April 2016 and:
    - because of the renovation or refurbishment, it meets the minimum requirements for an SDA Design Category other than Basic design and
    - the cost of the refurbishment was equal to or greater than the amount set out in the Table of Minimum Refurbishments Costs in the *SDA Pricing Arrangements and Price Limits*

AND

- it is or will be enrolled to house:
  - five or fewer long-term residents (excluding support staff) or
    - more than five long-term residents from the same family<sup>2</sup>

AND

- its shared areas and at least one bedroom and one bathroom comply with the minimum

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<sup>2</sup> If the dwelling is the home of a participant who intends to provide SDA to themselves as an SDA provider, only the participant, their spouse or de facto partner and their children can reside there.

requirements for an SDA Design Category other than Basic design

AND

- it does not breach the density restrictions that apply when there are multiple dwellings on a single parcel of land

AND

- fewer than 20 years have elapsed from the date the certificate of occupancy (or equivalent) was issued.

**Long-term Accommodation** - a dwelling that is to be used as a permanent home. These dwellings cannot be used only for respite, emergency, or temporary accommodation.

**Permanent Dwellings** - a dwelling that is fixed to the land (for instance, would not include a mobile home).

**SDA Building Type** - one of four building types that SDA homes fall into:

- **Apartments** - self-contained units, typically built above or below other units, occupying part of a larger residential building. Apartments are classified as Building Class 2 under the *Building Code of Australia*
- **Duplexes, Villas, and Townhouses** - separate but semi-attached properties within a single land title or strata titled area. The dwellings must be separated from one or more adjoining dwellings by a fire-resisting wall (although fire resistance is not required for Existing Stock). These may also include ancillary dwellings that are located on the same parcel of land as another dwelling (such as standalone villas or 'granny flats'). These types of buildings are classified as Building Class 1(a) or 3 under the *Building Code of Australia*
- **Houses** - detached low-rise dwellings with garden or courtyard areas. Houses are classified as Building Class 1(a) or 3 under the *Building Code of Australia* and
- **Group Homes** - houses that house four or five long-term residents. Group homes are classified as Building Class 1 or 3 under the *Building Code of Australia*.

**SDA Design Category** - one of five design categories that SDA homes fall into:

- **Basic** - housing without specialist design features but with a location or other features that cater for the needs of people with disability and assist with the delivery of support services. The Basic design category only applies for Existing Stock or Legacy Stock and cannot be included in a participant's plan except if the participant already lives in Basic design SDA, or where a participant chooses to reside in Basic design SDA.
- **Improved Liveability** - housing that has been designed to improve 'liveability' by incorporating

a reasonable level of physical access and enhanced provision for people with sensory, intellectual, or cognitive impairment. Improved Liveability dwellings must meet the Liveable Housing Australia 'Silver' level. Improved Liveability dwellings should include one or more additional design features depending on the needs of the participants, such as luminance contrasts, improved wayfinding, and/or lines of sight.

- **Fully Accessible** - housing that has been designed to incorporate a high level of physical access provision for people with significant physical impairment. Fully Accessible dwellings must meet the Liveable Housing Australia 'Platinum' level. External doors and external outdoor private areas must be accessible by wheelchair. Bathroom vanities and hand basins must be accessible from a seated or standing position. There must be power supply to doors and windows (blinds), for retrofit of automation as necessary. Consideration must also be given to whether it is appropriate for the kitchen sink, cooktop, meal preparation bench area and key appliances (dishwasher, oven, microwave oven and laundry appliances) to be accessible from a seated or standing position.
  
- **Robust** - housing that has been designed to incorporate a high level of physical access provision and to be very resilient, reducing the likelihood of reactive maintenance and reducing the risk to the participant and the community. Robust dwellings must meet the Liveable Housing Australia 'Silver' level. They must use resilient but inconspicuous materials that can withstand heavy use and minimise the risk of injury and neighbourhood disturbance, including:
  - high impact wall lining, fittings, and fixtures (e.g., blinds, door handles)
  - secure windows, doors, and external areas
  - appropriate sound proofing if residents are likely to cause significant noise disturbances and
  - laminated glass.

The layout of Robust dwellings must include areas of leaving or retreat for staff and other residents to avoid harm if required. Consideration must be given to providing adequate space and safeguards throughout the property to accommodate the needs of residents with complex behaviours and

- **High Physical Support** - housing that has been designed to incorporate a high level of physical access provision for people with significant physical impairment and requiring very high levels of support. High Physical Support dwellings must meet the Liveable Housing Australia 'Platinum' level. These dwellings must include:
  - external doors and external outdoor private areas that are accessible by wheelchair
  - bathroom vanities and hand basins that are accessible from seated or standing positions
  - power supply to doors and windows (blinds), for retrofit of automation as necessary
  - structural provision for ceiling hoists.
  - heating/cooling and household communication technology (e.g., video or intercom systems) appropriate for the needs of residents

- emergency power solutions to cater for a minimum two-hour outage where the welfare of participants is at risk and
- doors with 950mm minimum clear opening width to all habitable rooms.

These dwellings must also be assistive technology ready. Consideration must be given to whether it is appropriate for the kitchen sink, cooktop, meal preparation bench area and key appliances (dishwasher, oven, microwave oven and laundry appliances) to be accessible from a seated or standing position.

**Specialist Disability Accommodation (SDA)** – accommodation for participants who require specialist housing solutions to assist with the delivery of supports that cater for their extreme functional impairment and/or very high support needs. SDA does not refer to the support services, but the homes in which these are delivered.

**Specialist Disability Accommodation Provider** - a registered NDIS provider whose registration includes the provision of Specialist Disability Accommodation.

**Supported Independent Living** - personal support provided to NDIS participants living in a group living environment (such as SDA), to develop their skills to live as autonomously as possible.

## Procedure

As a Registered SDA Provider, Australian Quality Care and its staff must comply with:

- the National Disability Insurance Scheme (Specialist Disability Accommodation) Rules 2020,
- the National Disability Insurance Scheme (Specialist Disability Accommodation Conditions) Rule 2018,
- Queensland and local government landlord, tenancy, building and health and safety laws, and
- all other applicable laws or standards.

As per its Corporate Governance Policy and Procedure, Australian Quality Care will assess its compliance with these requirements as part of its annual self-assessment against the NDIS Practice Standards.

## Conflict of Interest

Any perceived or actual conflicts of interest associated with Australian Quality Care's delivery of SDA must be managed in accordance with its Conflict of Interest Policy and Procedure [or equivalent].

## SDA Dwelling Requirements

SDA dwellings must meet the design requirements set down by the NDIA.

## **SDA Design Standard**

The SDA Design Standard applies to the following four categories of SDA design:

- improved liveability
- robust
- fully accessible and
- high physical support.

All new SDA must comply with the SDA Design Standard. The Standard does not apply to dwellings seeking enrolment as Existing or Legacy Stock. All new SDA dwellings must be assessed at both the Design and Final as Built stages and certified as compliant with the SDA Design Standard by an accredited SDA Assessor.

## **SDA Dwelling Enrolment**

SDA funding can only be paid to a Registered SDA Provider that has an enrolled, compliant dwelling. This remains the case even where a participant has engaged a registered plan manager or is self-managing their NDIS plan.

### **Dwelling Enrolment Requirements**

Australian Quality Care must only enrol dwellings that it owns unless the owner of a dwelling that Australian Quality Care does not own provides their permission and confirms that the dwelling has not already been enrolled.

Dwellings can only be enrolled with the NDIA once construction is fully complete, and a certificate of occupancy has been issued.

All dwelling enrolment applications for New Build SDA must include evidence of certification against the SDA Design Standard by an Accredited SDA Assessor, at both the Design and Final as Built stages. They must also meet all further requirements outlined in the NDIS (Specialist Disability Accommodation) Rules 2020 and any other relevant legislation.

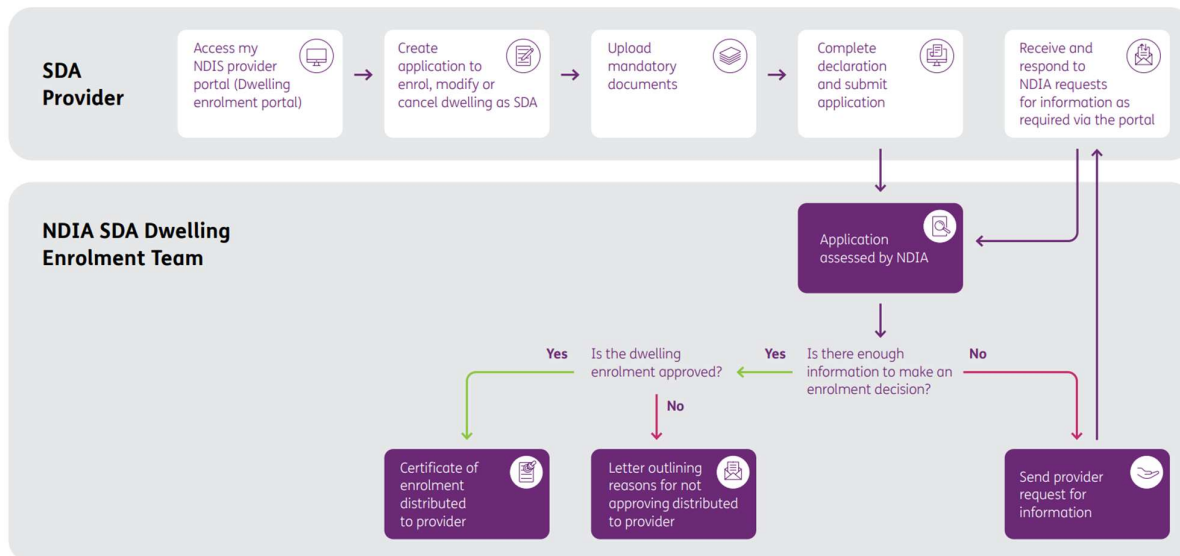
The SDA Design Standard does not apply to Existing or Legacy SDA. However, these dwellings must have been enrolled by 30 June 2021.

### **Dwelling Enrolment Process**

All SDA dwellings must be enrolled with the NDIA through the My NDIS Provider Portal. The portal enables providers to create dwelling enrolment requests online and to view and manage the end-to-end application process.

To access the My NDIS Provider Portal, users must already be established as an Authorised Contact in the Provider Portal.

## SDA dwelling enrolment process



All information provided in Australian Quality Care's dwelling enrolment submissions must be accurate and correct.

### Enrolment Change or Cancellation

Australian Quality Care must update or cancel a dwelling enrolment if there is a change in its design category or building type, or if it is no longer suitable to be used as SDA. Enrolment modifications and cancellations can be actioned in the My NDIS Provider Portal.

Note that addresses and changes of SDA provider cannot be modified in the portal. Where address corrections are required, Australian Quality Care must email [SDAEnrolment@ndis.gov.au](mailto:SDAEnrolment@ndis.gov.au). Where there is a change in SDA Provider, the dwelling enrolment must be cancelled by the outgoing provider, and a new enrolment entered by the new provider.

### Enrolment Maintenance

The Account Manager must maintain all Australian Quality Care dwelling enrolments through the My NDIS Provider Portal.

The Account Manager must ensure enrolled dwellings are in a good state of repair and are being appropriately maintained, having regard to the safety, security, and privacy of residents. This includes ensuring SDA dwellings are in good repair and maintained appropriately by including them in all relevant business internal and external audits.



## Vacancies

Vacancy management information is provided to residents through Australian Quality Care's website. Australian Quality Care will advertise vacancies on their website and other various websites.

Australian Quality Care will provide information to participants about vacancies in ways that suit their individual communication needs. Written information can be provided in written form and/or explained verbally by staff. Staff can also help participants access interpreters or advocates where required.

### Advertising / Notifying Vacancies

The NDIA does not centrally administer SDA 'placements' for participants. Participants (often with the assistance of support coordinators, families, and carers) are expected to find and apply for appropriate vacancies, and Australian Quality Care will advertise its vacancies and undertake selection processes to support this.

Australian Quality Care must still notify the NDIA within 5 working days using the [Update SDA Vacancy online form](#), if:

- a participant gives notice of termination of their occupancy
- Australian Quality Care gives notice to vacate to a participant or
- a vacancy arises that is available to be filled by a participant.

Australian Quality Care will use a variety of methods to advertise its SDA vacancies, such as the SDA Finder, local networks, its website, other websites that offer matching and exploration of vacancies by tenants, local support coordinators and their networks, and outsourcing to a real estate agent.

### Filling Vacancies

It can take time for prospective SDA participants to have the required assessments and for SDA funding to be included in their plan. Australian Quality Care will wait for an NDIS participant's SDA eligibility and plan decisions to be confirmed before formally offering them a vacancy.

The outcome of an NDIS plan decision cannot be assumed. Where participants receive SDA funding, payments cannot be made for any period that SDA was not in the participant's NDIS plan.

Once a participant has SDA funding approved, their plan will specify the design category, building types and locations they can look to reside in.

Should a person wish to fill an advertised vacancy, they must complete an SDA Assessment, Applications must be submitted to the Account Manager. The Account Manager must then meet with the participant, as per Australian Quality Care's *Access to Supports Policy and Procedure*, to determine whether the vacancy could be offered to them.

In managing vacancies, Australian Quality Care must:

- ensure that no more residents are housed in an SDA dwelling than the number for which the dwelling is enrolled
- carefully consider new participants' likely compatibility with existing residents and
- consult and consider the views of existing residents before housing another participant in a dwelling.

To obtain the views of existing residents on potential new residents, Australian Quality Care will:

- determine with the existing residents and their supporters whether they would prefer to provide their feedback individually or as a group
- ensure their individual communication needs are considered and catered for and
- provide de-identified applicant information to them, ensuring that only objective information relevant to the applicant's compatibility with the residents is provided.

If the participant is offered a vacancy and accepts, an initial assessment should be undertaken to ensure their views, preferences and needs are documented and considered, in accordance with Australian Quality Care's *Responsive Support Provision and Support Management Policy and Procedure*. This should be followed by preparation of an *SDA Service Agreement* and other relevant tenancy or occupancy documentation, as per the *Responsive Support Provision and Support Management Policy and Procedure* and the *SDA Service Agreement* provisions below.

### **Mixed Tenant Arrangements**

While a participant's SDA funding is only able to be spent on an enrolled SDA dwelling, an SDA compliant dwelling can be used in a 'mixed tenant' arrangement, together with non-NDIS residents and/or NDIS participants with a different profile and level of need.

Australian Quality Care is free to engage with a non-SDA participant in a typical lessor/lessee relationship. The tenancy agreement can reflect general market rental prices rather than SDA price limits, however this negotiation is between the tenant and landlord and not the NDIA.

Australian Quality Care may also design and develop SDA to serve multiple uses, such as aged care or general housing.

### **Rights and Responsibilities**

All prospective and existing participants accessing Australian Quality Care's SDA must be provided with information about their rights by:

- providing them with Australian Quality Care's . *Person-Centred Supports Policy and Participant Service Charter of Rights*, and Participant Handbook
- displaying the *P Person-Centred Supports Policy and Participant Service Charter of Rights* in Australian Quality Care's facilities via the online Participant Hub and
- verbal explanation by Australian Quality Care staff.

Australian Quality Care must incorporate participants' rights into everyday practice, including through:

- making reasonable adjustments or modifications to its SDA dwellings to meet their needs
- respecting their right to privacy, intimacy, and sexual expression and
- respecting their right to live with residents who are not eligible for SDA and to choose to share a bedroom with others, where possible.

To ensure participants understand their rights, staff must provide information in ways that suit their individual communication needs. Written information can be provided in Easy English or explained verbally by staff. Staff can also help participants access interpreters or advocates where required.

For further detail, see Australian Quality Care's suite of participant rights and responsibilities policies and procedures

## **SDA Service Agreements**

Further to the provisions in Australian Quality Care's *Responsive Support Provision and Support Management Policy and Procedure*, Service Agreements that contain SDA must meet the requirements of the *National Disability Insurance Scheme (Specialist Disability Accommodation Conditions) Rule 2018* and the *Queensland Residential Tenancies and Rooming Accommodation Act 2008 (QLD)*.

SDA Service Agreements must include the following information:

- rent that must be paid by the participant, the method and timing of making rental payments and arrangements for the issuance of rental payment receipts
- the value and management arrangements of any bond required from the participant
- that Australian Quality Care must issue a receipt for any payment made by the participant
- if applicable, any board payments that have been agreed with the participant, what the board payments will cover and the method and timing of making the board payments

- the minimum period of notice that will be given by Australian Quality Care before increasing the rent or board (where applicable)
- the name, telephone number and address of Australian Quality Care's agent (if any) and the responsibilities of that agent
- if Australian Quality Care is not using an agent, the address and telephone number of the relevant staff member to contact
- that Australian Quality Care must notify the participant in writing of any changes to Australian Quality Care's or its agent's contact details or responsibilities. Notice must be provided within 5 working days (to comply with the NDIS (SDA) Rules 2020)
- the agreement's commencement date and duration and how it can be extended
- the circumstances where the agreement can be terminated by either the participant or Australian Quality Care
- the notice period that Australian Quality Care must give the participant to vacate the premises
- that Australian Quality Care ensures that the premises are reasonably clean before the agreement commences
- that Australian Quality Care ensures the property is in good repair and being appropriately maintained, having regard to the safety, security, and privacy of the residents
- how a complaint about the SDA can be made
- any house rules the participant is expected to comply with
- the circumstances where Australian Quality Care or its agent are entitled to access the premises, and the notice that must be provided before doing so
- any reasonable responsibilities or obligations of the participant
- any conflict of interest that Australian Quality Care has in relation to other services provided to the participant (in particular, its own supported independent living services or any affiliation with a provider of supported independent living services to the participant)
- the process for requesting repairs or maintenance to be undertaken and
- information about dwelling safety features, including fire alarms and building evacuation procedures, and how this information will be communicated to other providers who deliver supported independent living supports to each participant in the dwelling.

Further, SDA Service Agreements must set out the rights and responsibilities of Australian Quality Care, the participant's other NDIS providers and the participant, including with respect to:

- how Australian Quality Care will work with other providers who deliver supported independent living supports to ensure the shared living arrangement is working for all tenants
- how potential conflicts involving the participant will be managed

- policies and procedures for responding to violence, abuse, exploitation, or conflict involving one or more participant which may impact on the condition of the dwelling
- how each participant's concerns about the SDA dwelling should be communicated to and addressed by Australian Quality Care
- how behaviours of concern will be managed, if this a relevant issue for the participant
- how changes to a participant's circumstances or supports will be agreed and communicated
- arrangements for continuity of support in the event of a natural disaster or other emergency and
- how vacancies will be filled including the participant's right to have their needs, wishes, choices and situation considered.

*SDA Service Agreements* may be standalone documents or combined with other relevant documents, such as tenancy or occupancy agreements.

Australian Quality Care must pay any costs associated with preparing an *SDA Service Agreement* and cannot pass this charge on to the participant.

*SDA Service Agreements* should be prepared within 7 days of initial assessments, and ideally by a service benchmark of 5 days.

Staff must ensure the participant (and their supporter/s) understands their *SDA Service Agreement* or are supported to understand it. Staff must provide information to participants in ways that suit participants' individual communication needs. This includes using the language, mode of communication and terms that the participant is most likely to understand.

Methods include providing written information in Easy English, explaining information either face-to-face or over the phone and using interpreters and advocates.

Generally, the participant must sign the *SDA Service Agreement* before they can commence residing in the applicable SDA dwelling. A copy of the *SDA Service Agreement* must be provided to the participant. A copy will also be kept on the participant's file and key elements captured in the Client Management System.

Where this is not practicable, or the participant chooses not to have an agreement, staff must include a case note on the participant's file explaining the reasons why the participant did not receive a copy of their agreement.

A participant can start residing in an Australian Quality Care SDA dwelling if Australian Quality Care:

- has worked with the participant to establish a written SDA Service Agreement in relation to the provision of SDA

- has provided a copy of the proposed agreement to the participant (unless the participant has chosen not to have an agreement, and this is documented as a case note on the participant's file) and
- provides SDA to the participant in accordance with the terms of the proposed agreement.

Should Australian Quality Care deliver both SDA and other NDIS supports to the same participant, to help manage this conflict of interest, separate Service Agreements covering the different support types must be prepared and used.

## **SDA Payment**

The SDA amounts set out in the SDA Pricing Arrangements and Price Limits are the maximum amount that will be paid for any participant. SDA funding for specific participants is included in their NDIS plan, which will describe the amount of SDA funding they are eligible for, along with the specific design category, building types and locations that apply to them.

When claiming payment for SDA from the NDIA, Australian Quality Care can only claim the lesser of:

- the amount the dwelling is enrolled for or
- the amount of SDA funding that a participant is funded for in their NDIS Plan.

The Account Manager must notify the NDIA if Australian Quality Care proposes to charge rent that exceeds the amount funded for a participant, plus the reasonable rent contribution payable by the participant (see below).

Australian Quality Care will only be paid SDA funding for a participant for the periods the participant resides in the home. In limited cases, funding will be provided for short periods after a vacancy arises (see below).

SDA payments are paid in arrears and are usually claimed monthly, however, frequency can be based on business needs. Prepayment is not possible unless the NDIA provides prior approval in writing, which only occurs in exceptional circumstances.

### **Maximum Reasonable Rent Contribution (MRRC)**

In addition to SDA payments paid on behalf of a participant by the NDIA, Australian Quality Care can charge a reasonable rent contribution (RRC) directly from the participant. The maximum RRC (MRRC) is set out below.

Where the participant is not sharing a bedroom (MRRC (Single)):

Whether or not the participant receives the Disability Support Pension (DSP) and no matter their age, their MRRC (Single) must not exceed 25% of the maximum basic rate of the DSP payable for a person who is not under 21 and not a member of a couple, plus (if applicable):

- 25% of the maximum rate of the Pension Supplement payable for a person who is not under 21 and not a member of a couple and
- 100% of the maximum rate of Commonwealth Rent Assistance payable for a person who is not under 21, not a member of a couple, and not sharing.

Where the participant is sharing a bedroom (MRRC (Member of a Couple)):

Whether or not the participant receives the DSP and no matter their age, their MRRC (Member of a Couple) must not exceed 25% of the maximum basic rate of the Disability Support Pension payable for a person who is not under 21 and is a member of a couple (not separated due to illness), plus (if applicable):

- 25% of the maximum rate of the Pension Supplement payable for a person who is not under 21 and is a member of a couple not separated due to illness and
- 100% of the maximum rate of Commonwealth Rent Assistance payable for a person who is not under 21, is a member of a couple (not separated due to illness), and not sharing).

**SDA Payment and MRRC for Other Shared Living Arrangements**

When a number (n) of SDA-eligible participant's are sharing an enrolled dwelling with a number (m) of people who are not an SDA-eligible participant (with one person per bedroom and no vacancies) then:

- the SDA price limit for each of (n) SDA-eligible participants is the SDA price limit that would apply if the dwelling was of the same build type and design category and had (n) bedrooms
- the maximum reasonable rent contribution for each of the SDA-eligible participants is equal to MRRC (Single) and
- the rental payment by each person who is not an SDA-eligible participant is not price regulated.

When an SDA-eligible participant is sharing a bedroom in an SDA enrolled dwelling with another SDA-eligible participant:

- the SDA price limit, *SDAShare*, for each SDA-eligible [participant] sharing a bedroom with another SDA-eligible participant is  $SDAShare = 50\% \times SDADwelling - 15\% \times MRRC (Single)$ , where SDA Dwelling is the price limit that would apply if one SDA eligible person was occupying the bedroom (after the application of the above paragraph if necessary)

- the maximum reasonable rent contribution for each SDA-eligible participant sharing a bedroom with another SDA-eligible [participant] is equal to MRRC (Member of a Couple) and
- for any other SDA eligible [participant] in the dwelling:
  - the rate of SDA payable in respect of each of those [participant]s is SDA Dwelling and
  - the maximum reasonable rent contribution for each of those [participant]s is MRRC (Single).

When an SDA-eligible participant is sharing a bedroom in an enrolled dwelling with a person who is not an SDA-eligible participant:

- the SDA price limit, SDA Share, for the SDA-eligible [participant] is  $SDAShare = SDADwelling - 30\% \times MRRCSingle$ , where SDA Dwelling is the price limit that would apply if one SDA eligible person was occupying the bedroom (after the application of the first paragraph in this section if necessary)
- the maximum reasonable rent contribution for the SDA-eligible participant is MRRC (Member of a Couple)
- the rental payment by each person who is not an SDA-eligible participant is not price regulated and
- for any other SDA eligible participant in the dwelling:
  - the rate of SDA payable in respect of each of those participants is SDA Dwelling and
  - the maximum reasonable rent contribution for each of those participants is MRRC (Single).

When an SDA-eligible participant is sharing a bedroom with a person who is not an SDA-eligible participant, and that person is a child or financial dependent of the SDA-eligible participant:

- the SDA price limit for the SDA-eligible [participant] is the same as if the [participant] was living in the bedroom on their own and
- the MRRC for the SDA-eligible [participant] is the same as if the [participant] was living in the bedroom on their own.

The SDA payment and MRRC for shared living arrangements not covered by the paragraphs above will be determined by the NDIA on a case-by-case basis.

### **Voluntary Discretionary Contributions Above MRRC**

In exceptional circumstances, a participant may choose to make a discretionary contribution over the MRRC. This can only occur:

- where the participant, despite other available options, chooses to access a higher cost category of SDA than is funded in their NDIS plan (such as SDA in a different location or of a different type) or



- if the market rental value for a particular dwelling is higher than the SDA price plus MRRC. This is unlikely but could occur due to a particular location.

If Australian Quality Care proposes to charge rent that exceeds the SDA price plus the MRRC because of a dwelling's high market rental value, it must not do so until:

- it obtains written certification from an appropriately qualified property valuer stating that the rent is fair and reasonable and
- it notifies and provides the NDIA with a copy of the certification.

Any voluntary discretionary contribution arrangements must be reflected in the rent component of the written SDA Service Agreement.

### **Board Payments**

Any board charged at the maximum amount must include at least:

- meals and consumables
- utilities that would ordinarily be paid by occupants
- access to whitegoods and laundry facilities and
- furniture and furnishings in common areas.

If board is charged for any goods or services, Australian Quality Care must allow the participant to obtain those goods or services from another source if they wish, and not pay board for these goods and services if they choose to do so. Australian Quality Care must not disadvantage a participant if they choose to obtain goods or services from another source.

Participants' *SDA Service Agreements* must specify any board payments that have been agreed, what the board payments will cover and the method and timing of making them.

#### *Board where the participant is not sharing a bedroom*

Whether or not the participant receives the DSP and no matter their age, any board charged must not exceed:

- 50% of the maximum basic rate of the DSP payable for a person who is not under 21 and not a member of a couple and
- 100% of the maximum rate of the Energy Supplement payable for a person who is not under 21 and not a member of a couple.

#### *Board where the participant is sharing a bedroom with a partner*

Whether or not the participant receives the DSP and no matter their age, any board charged must not exceed:

- 50% of the maximum basic rate of the DSP payable for a person who is not under 21 and is a member of a couple (not separated due to illness) and

- 100% of the maximum rate of the Energy Supplement payable for a person who is not under 21 and is a member of a couple (not separated due to illness) and not sharing).

### **SDA Funding When Vacancies Arise**

SDA funding may be paid for periods that participants are not residing in the SDA dwelling, in the following circumstances:

- the SDA dwelling for the participant is enrolled to house two to five residents
- the participant:
  - dies
  - gives notice that they will vacate the dwelling
  - is given a notice to vacate because of behaviour that might represent a risk to other residents, to staff or to the participant and
- the vacancy is available for a participant and the NDIA has been notified.

In these circumstances, the participant will be taken to reside in the dwelling until:

- the vacancy is filled
- for a dwelling that is enrolled to house four or five residents - 90 days after the day of the event mentioned above or
- for a dwelling that is enrolled to house two or three residents - 60 days after the day of the event mentioned above

whichever is earlier.

## **Tenancy Management**

Australian Quality Care will provide information to prospective participants about tenancy management in ways that suit their individual communication needs. This includes using the language, mode of communication and terms that the participant is most likely to understand. Methods include providing written information in Easy English, explaining information either face-to-face or over the phone and using interpreters and advocates.

### **Supported Independent Living Arrangements**

Any supported independent living supports delivered by Australian Quality Care in its SDA dwellings must comply with Australian Quality Care's *Supported Independent Living Policy and Procedure*.

### **Access for Providers of Other Supports**

Australian Quality Care must provide access to other NDIS providers delivering supported independent living supports to participants living in its SDA dwellings. Refer to the 'SDA Service Agreements' section of this Policy and Procedure for information on collaborative arrangements with other providers.

## **Complaints**

To make a complaint, including concerns about their SDA dwelling, participants can contact Australian Quality Care by following the feedback and complaints information provided in:

- their Participant Handbook, the Participant Information Hub, or Australian Quality Care's website,
- their SDA Service Agreement and
- Australian Quality Care's Feedback and Complaints Policy and Procedure.

Australian Quality Care must respond to and manage complaints in accordance with its *Feedback and Complaints Policy and Procedure*. All participants must be given clear information about how to make complaints in accordance with that policy and procedure.

## **Protecting Participants from Harm**

Staff must be familiar with and trained in how to implement Australian Quality Care's *Client Protection Policy and Procedure*. Allegations and incidents of violence, abuse, neglect, exploitation, or discrimination must be responded to in accordance with Australian Quality Care's *Risk Management Policy and Procedure*.

## **Conflicts Involving Participants**

All participants living in Australian Quality Care's SDA have the right to live in a peaceful home environment, including when they are living with other people. Australian Quality Care will make participants aware of both their rights and responsibilities as per its suite of Participant Rights and Responsibilities policies and procedures, as well as any applicable House Rules, as per its Supported Independent Living Policy and Procedure and SDA Service Agreements.

Conflicts between participants living in the same SDA dwelling should be managed in the first instance by the participants themselves with support from their SIL providers, other support providers and informal support networks where required. As the SDA Provider, Australian Quality Care will involve itself to the extent agreed to in any collaborative arrangements that have been formalised in participants' SDA Service Agreements.

Conflicts that escalate to incidents should be managed in accordance with the relevant support providers' incident management policies and procedures, and/or Australian Quality Care's Complaints Management Policy and Procedure where applicable.

Participants can make complaints about other participants to Australian Quality Care if they wish, by following the feedback and complaints information provided in:

- their Participant Handbook, the online Participant's Hub, or website,
- their SDA Service Agreement and

- Australian Quality Care's Feedback and Complaints Policy and Procedure.

Australian Quality Care will manage any such complaints in accordance with its Feedback and Complaints Policy and Procedure. Outcomes may include providing referrals to other supports such as advocates or mediation services.

Conflicts that result in damage to an Australian Quality Care SDA home should be dealt with in accordance with the 'Incidents that Impact on the Condition of a Australian Quality Care SDA Dwelling' section, below.

Conflicts or disputes between Australian Quality Care and a participant will be managed in accordance with the terms agreed in the participant's SDA Service Agreement.

Where a conflict involves a breach of a participant's responsibilities under their SDA Service Agreement, Australian Quality Care may elect to end the Agreement.

### **Incidents that Impact on the Condition of an Australian Quality Care SDA Dwelling**

Australian Quality Care should be made aware of all incidents that occur in its properties, as well as any damage incurred, or repairs required. Reporting requirements and methods are to be set out in documented working arrangements with participants' service providers as well as in SDA Service Agreements.

Where an incident involves one or more participants and impacts on the condition of an Australian Quality Care SDA dwelling, Management will work with participants, their service providers, and any other support people such as advocates or interpreters to:

- identify the cause of the damage
- identify who is responsible for any payments required to repair the damage and
- ensure the damage is repaired as quickly as is reasonably possible.

If damage results in an SDA dwelling being uninhabitable, Management must notify the NDIA within 5 working days. They should also refer to the 'Continuity of Supports in the Event of a Natural Disaster or Other Emergency' section, below, and the 'Relocation of a Participant with a Disability' section in the Participant Incident Management Policy and Procedure [or equivalent].

Depending on the nature of the incident and cause of the damage, options to rectify the damage include (but are not limited to):

- Australian Quality Care paying for and making repairs as per the arrangements for routine and emergency repairs and maintenance set out in participants' SDA Service Agreements
- Australian Quality Care paying for and making repairs by making an insurance claim,
- having participants' other providers pay for repairs, including through making an insurance claim of their own and

- having participants pay for repairs, including through making an insurance claim of their own.

Australian Quality Care Management should also consider whether a participant's role in an incident constitutes a breach of their responsibilities under their SDA Service Agreement with Australian Quality Care. Where this is the case, and Australian Quality Care elects to end the Agreement, damage repair costs may be recovered from any bond originally paid by the participant.

Where an incident's investigation or review finds that a participant may be inappropriately housed, Australian Quality Care must inform the participant, NDIA, and any relevant support providers of the need to find alternative accommodation.

### **Continuity of Supports in the Event of a Natural Disaster or Other Emergency**

Australian Quality Care is committed to ensuring its SDA dwellings are maintained in good order to support continuity of care.

In the event of a natural disaster or other emergency where participant safety and property are at risk, Australian Quality Care's Emergency and Disaster Management Policy and Procedure outlines Management's responsibilities to ensure continuity of care. This includes through identification of alternative plans or living arrangements for participants where service delivery may be interrupted.

### **General Provisions**

Australian Quality Care staff must not preference one participant over another. All residents must be afforded the same treatment, rights, and choices.

Where a change in a participant's needs or circumstances occurs, Australian Quality Care must make reasonable adjustments to SDA dwellings to accommodate the changes. If the changed support needs exceed the design category or functionality of the dwelling, work should be undertaken to modify the dwelling, following consideration of the impact of the modifications on any other tenants.

Where the participant's needs or circumstances cannot be accommodated, Australian Quality Care must inform the participant, NDIA, and any relevant support providers of the need to find alternative accommodation.

Australian Quality Care must comply with all requirements relating to the provision of tenancy-related notices as they are set out in the Queensland Residential Tenancies and Rooming Accommodation Act 2008 (QLD).

Staff must make participants aware of their right to seek a review of any decision made by Australian Quality Care with respect to tenancy management matters.

## Monitoring and Review

This policy and procedure will be reviewed at least annually by the Board. Reviews will incorporate participant and other stakeholder feedback. Service delivery and satisfaction surveys may be used to assess participants' satisfaction with Australian Quality Care's SDA dwellings and arrangements. Australian Quality Care's Continuous Improvement Plan will be used to record identified improvements and monitor the progress of their implementation. Where relevant, this information will be considered as part of Australian Quality Care's service planning and delivery processes.

## Related documents

- [Update SDA Vacancy online form](#)
- Person-Centred Supports Policy and Participant Service Charter of Rights  
Feedback and Complaints Policy and Procedure
- Corporate Governance Policy and Procedure
- Access to Supports Policy and Procedure
- Responsive Support Provision and Support Management Policy and Procedure
- SDA Service Agreement
- SDA-SIL Working Agreements
- Service Agreement with Participant Policy and Procedure
- Risk Management Policy and Procedure
- Documents relevant to this policy and procedure include:
- Conflict of Interest Policy and Procedure
- Emergency and Disaster Management Policy and Procedure

## References

- the National Disability Insurance Scheme (Specialist Disability Accommodation) Rules 2020,
- the National Disability Insurance Scheme (Specialist Disability Accommodation Conditions) Rule 2018,
- *Queensland Residential Tenancies and Rooming Accommodation Act 2008 (QLD)*
- Queensland and local government landlord, tenancy, building and health and safety laws,
- [SDA pricing and payments | NDIS](#)
- [NDIS \(Provider Registration and Practice Standards\) Rules 2018](#)
- [NDIS Quality and Safeguards Commission](#)