

**Submission
No 4**

INQUIRY INTO THE MANAGEMENT OF NSW PUBLIC HOUSING MAINTENANCE CONTRACTS

Organisation: Northern Links NSW Inc.
Name: Dr Wendy LeBlanc
Date Received: 1/02/2016



**INQUIRY INTO THE MANAGEMENT OF NSW
PUBLIC HOUSING MAINTENANCE CONTRACTS**

**LEGISLATIVE ASSEMBLY
PUBLIC ACCOUNTS COMMITTEE**

5th February 2016

**Submission by
Northern Links NSW Inc.**

PO Box 590
Armidale
NSW 2350
Ph: 6771-3236
Fax: 6771-4850
Mob: 042 772 8103
Email: norlinks@gmail.com

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RECOMMENDATIONS - SUMMARY

d) Methodologies and processes for ensuring consistent public housing maintenance standards across NSW, inclusion quality assurance, effectiveness, efficiency and contract supervision.

Recommendations:

1. That policies and procedures be developed such that LAHC/HNSW staff must follow up on all maintenance to ensure it has been delivered at an appropriate standard, effectively and efficiently prior to payment for the work undertaken by the contractor.
2. That a maintenance task/job cannot be recommended for payment until such time as LAHC/HNSW staff have approved the work as per (1) above.
3. That a policies and procedures be developed that ensure appropriate maintenance is delivered in a timely manner.
4. That short-term cost saving cannot be an excuse for refusing to schedule maintenance that, if not undertaken in full, will result in damage to the property, distress to the Tenant and which will cost considerably more if left unattended.

(e) Statutory obligations on Tenants to take care of properties and report maintenance in a timely fashion:

Recommendations:

1. That Tenants' reports of the need for urgent maintenance be taken seriously and acted upon immediately
2. That Tenants' reports of damage being done either to their property or another by another Tenant be taken seriously and acted upon immediately
3. When Tenants repeatedly report maintenance issues and when it is clear that ignoring them or postponing the work will result in further damage to the property and/or physically harm the Tenants, the work must be undertaken immediately in order to avoid escalating costs.

(f) Measures to meet the special maintenance requirements of aged and disabled Tenants

Recommendations:

1. That disability friendly design requirements must be addressed at blueprint/design level and assessed by people with a lived experience of disability.
2. That an architect with a decision making delegation must be available for all new constructions so that when problems become evident, such as those cited above, the contractor can speak directly to someone with the power to change the blue prints. As things stand, contractors are bound hand and foot to abide by the blueprint specifications regardless of how obvious the design flaw may be.
3. That meaningful, two-way consultation be undertaken with Tenants prior to any refurbishments, rather than simply providing written advice that the refurbishment will happen. This will develop and foster a more trusting and open relationship with Tenants and go a long way to removing shoddy work practices on the part of contractors, sub-contractors and sub-sub-contractors.

4. That Housing Providers be empowered to fix local housing maintenance issues promptly so that Tenants no longer need to spend hours on the maintenance line, and then not be able to speak to anyone who can track their report through to finalisation. Return to the person centred approach where a CSO was able to keep track and was empowered to make decisions on maintenance issues.
5. That Housing Providers employ at least three times the number of people empowered to deal with Tenants with complex needs. As well, a substantial increase in Tenant Participation funding be provided to enable holiday programmes to be run, at cost, for social housing children and young people to obviate any damage done by children and young people with plenty of time and no money to hand.

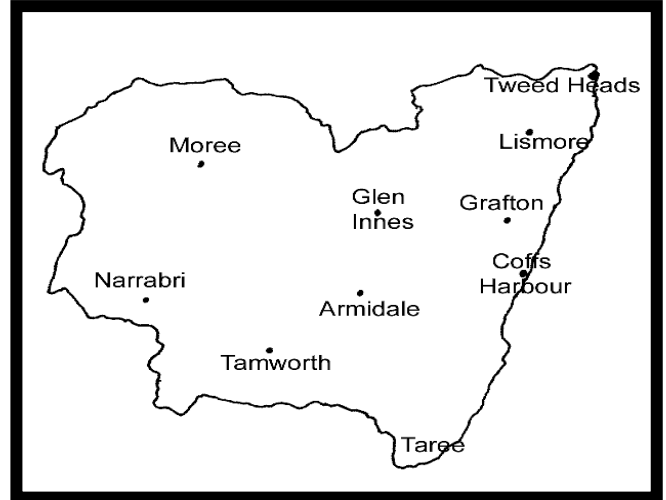
(g) Any other related matters.

Recommendations:

Introduction:

Northern Links NSW Incorporated (NL) is a not-for-profit NGO primarily funded by Housing NSW (HNSW) under its Tenant Participation Resource Service (TPRS) Program. The organisation has been in operation since 2001. The Service has been managed by the one (full-time) Manager since January 2003 with the assistance of the same Tenant Support Worker (half-time) since July 2006.

NL provides information, support, advocacy, training and community development programs and projects for Social Housing Tenants (Housing NSW, Aboriginal Housing and Community Housing) in the Northern Region of NSW, i.e. from Forster Tuncurry in the south, to Tweed Heads in the north and west to Moree. There are in excess of 10,000 Social Housing tenancies in the Region.



The primary tasks of NL under the HNSW TPRS guidelines are:

- Core Area No 1: Tenant Engagement :** Social Housing Tenants are engaged in communities
- Core Area No 2: Departmental Liaison and Advice :** Social Housing Tenants' needs are identified and considered in planning and service delivery
- Core Area No 3: Tenant Advice, Referral and Advocacy :** Social Housing Tenants are informed about their rights and responsibilities and are supported with their housing needs
- Core Area No 4: Community Building :** Social Housing Tenants have skills and resources to participate in community life
- Core Area No 5: Partnerships, Linkages and Networks :** Social Housing Tenants receive services that are coordinated, flexible and responsive to their needs

In this submission we will refer, in the main, to our experiences derived from Core Areas 2 and 3 and the insights our staff have gained during their 13 and 10 year tenure (respectively) with the Service.

Based on this experience, we submit primarily against Terms of Reference:

- c) The nature and administration of maintenance contracts, including private sector arrangements;
- d) Methodologies and processes for ensuring consistent public housing maintenance standards across NSW, including quality assurance, effectiveness, efficiency and contract supervision;
- e) Statutory obligations on Tenants to take care of properties and report maintenance needs in a timely fashion; and
- f) Measures to meet the special maintenance requirements of aged and disabled Tenants

The following case falls into all 4 categories listed above, viz: c, d, e & f:

Below, we include a letter to the Land & Housing Corporation in a northern NSW Regional Town on behalf of a client. All identifying names and addresses have been eliminated or altered to protect their confidentiality.

This letter details the debacle the Tenant has endured regarding her treatment by HNSW and LAHC regarding her property's maintenance. It also, by default, highlights the flaws in scheduling maintenance and in overseeing its quality and efficacy. The Land & Housing Corporation does not (and previously HNSW did not) monitor, record or track the costs of not doing so regarding:

1. Inappropriately specified maintenance
2. Inappropriately scheduled maintenance
3. Maintenance that is put off until it becomes a major problem
4. The quality of maintenance work undertaken
5. The fact that Tenants have to endure contractors coming and going without making appointments prior to arrival in disregard for the disabilities of the Tenants
6. The fact that Tenants have contractors arrive, carry out part of the work required, and then leave without scheduling an appointment to finish it
7. The fact that contractors often do not show up when scheduled
8. The fact that contractors often spread a job out over an inordinate amount of time
9. The fact that the Disability Inclusion Act appears to have little impact on the organisation of maintenance

Please Note: We are using this case because it is indicative of the lack of accountability within Land and Housing Corporation (and formerly HNSW when this Department was responsible for maintenance).

In 2013, during our Regional Tenant Conference we were told, forcefully, by a senior member of the LAHC that whilst the department closely tracks and records the cost to the department of repairing properties that are wilfully damaged by Tenants (and the tax payers of the State), it does not track or record the costs of 1-9 above.

Until one knows that there is a problem and quantifies exactly how endemic and costly it is, it is not possible to identify the sources of said problem, nor is it possible to fix it. With such a blatant lack of accountability, it is difficult to see how the current system of maintenance can possibly be improved.

11th November 2015

ATTENTION:

Asset Operations Manager
Land & Housing Corporation
NSW 2450

Dear (Manager)

Re: (Tenant)

Maintenance & Transfer

Rhonda's history with HNSW is long and convoluted – but it explains why she is so distressed by her current living conditions. I know that this letter is long, but the situation has taken over 14 years to 'evolve' into its current farcical state – so please take the time to read to the end.

In NSW where all government services are to be delivered according to the principles of the Disability Inclusion Act 2014 Section 4, the treatment Rhonda and her family have received over the past 15 years continues to fall far short of the criteria.

HNSW moved Rhonda into her current address in XX Street in August 2000 because another HNSW Tenant, against whom she held an AVO, was moved by HNSW into a house across the street. Given that HNSW had helped Rhonda obtain the AVO, they clearly had full knowledge of the dispute between the two Tenants. Never-the-less, the Department saw fit to place them in close proximity to each other thereby necessitating Rhonda's second move, which she most definitely did not want to make.

At that time Rhonda's two young daughters – Nikki 6yoa and Shelley 4yoa – lived with her. Nikki has a diagnosis of Autism. Please see her current Person Centred Profile – attached – and pay particular attention to her need for routine, proper preparedness for disruptions to routine and her sensitivity to noise and smells. Then imagine what it does to her anxiety levels and potential for 'meltdowns' and, therefore what it is like for Nikki, Shelley and Rhonda when contractors turn up unannounced allowing absolutely no time for Rhonda to prepare Nikki for the disruption. This has happened continually over the years. When they then proceed to use loud electric tools and high-smelling chemicals, the situation escalates dramatically. This dynamic is multiplied by the fact that jobs are rarely finished in one stretch of time, but go on for weeks with long periods in between work being done. Please note that this has been going on – on and off – for over 14 years!

When HNSW offered Rhonda the XX Street home, she is very clear that she was told that this would be a temporary move until the Department could find something more suitable for her and that it was only to get her family out of harm's way – noting that it was HNSW who put her in 'harm's way'. Let us also note, again, that this was over 14 years ago.

At that stage the XX Street house had props under its foundations due to subsidence. Because of home's instability she was told that the family could only occupy the lounge room, dining room, bedroom 3, half of bedroom 1 + the kitchen and bathroom. Bedroom 1 is a long, narrow room and was used to store the family's belongings, which they were unable

to fully unpack due to lack of space and the ongoing repairs to the house – and because they thought this home was a temporary arrangement. The two girls shared bedroom 3 while Rhonda slept in the lounge.

So, for the next *18 months* these are the conditions in which a mother and her two young children lived until the underpinning work was completed.

Note, this family lived for 18 months with the house's instability, in limited space, whilst still paying rent on what was supposed to be a three bedroom house.

Again NOTE: That Nikki, the older of the two children who has Autism, finds disruptions to her routines extremely distressing and that her distress translates into extreme stress and distress for the rest of the family.

Conditions Inside the Home:

Rhonda reports that from the outset, the carpet in the house was 'rotten' and that the stench emanating from it permeated the house. At this time, Nikki developed a skin condition as a result of living with this carpet that continues to this day. Rhonda was having her treated by a specialist until she recently realised she can no longer afford the service and medications.

At the same time, Shelley, Rhonda's younger daughter developed asthma, also as a result of living with rotten carpet. Medical reports have been given to HNSW repeatedly over the years.

From 2003 onwards, just after the foundations were finally underpinned, a wet patch developed in the wall of bedroom 2.

This wet patch has been continually patched and repainted over the years. The last two times contractors came to repair this wall, they announced that they could no longer do so as the paint simply bubbled up and fell off...again.

Notwithstanding, HNSW chose to repaint the inside of the house in 2008 – and again in 2010 – without first ascertaining why this wall was continually damp.

And, the home was once more painted inside during the first half of 2015...still without ascertaining the source of the damp patch. Already cracks in the paintwork are reappearing.

Meanwhile, from the outset the kitchen was in dire need of refurbishment. The lino was breaking up, chipboard cupboards were rotten with doors falling off their hinges and the sink needed replacing.

In 2010, Northern Links ran a conference that was held in Boambee Bay which Ken Bone, then Acting General Manager Western Sydney Division of HNSW, attended representing the Head of the Department. Nikki, then aged about 15, arranged to talk with him during a lunch break and told him in no uncertain terms exactly what it was like living in this house. Ken undertook to look into their problems and to get something done about them. Which he must have done because ...

Kitchen:

Following this meeting, HNSW contractors replaced the cupboards and the vinyl flooring in the kitchen. They also installed a new kitchen sink with new taps and a new range hood over the stove.

However:

- In replacing the cupboards a hole was left in the kitchen wall that has never been repaired. Given that this home is in a cold climate – winter night temperatures can fall as

low as Minus 7 degrees Celsius and more – the family suffered many winters with cold draughts in the kitchen and, as a result, increased heating bills.

- The taps that were installed with the sink did not fit the sink so that every time they were used, water flowed down the back of the cupboards and into the flooring.
- The vinyl was not installed correctly and was soon lifting and cracking.
- The sink sieve plugs did not have rubber stoppers so that when pushed down to fill the sink for washing up, the plugs do not hold the water...to this day!

So:

- The first lot of (new) vinyl flooring was eventually replaced with new-new, properly laid, vinyl.
- It took 2 years before a contractor came to install taps that are appropriate to the sink such that water no longer flows into the cupboards and flooring every time they are turned on.
- As far as I am aware, the sieve sink plugs still don't hold water.
- The hole remains in the kitchen wall where the cupboard was removed.

Then:

- In late 2010, the hot water heater was replaced – meaning the old heater was removed from the laundry and a new one installed outside the house.

However:

- This left a substantial hole in the laundry ceiling meaning that one could look through to the tiles on the roof. This not only let in the cold air (always a joy in mid-winter in this town), but rain water as well.
- The family had to ensure that a bucket was under the hole at all times.

Then:

- In 2011, because it was no longer working, the ceiling fan was removed from the kitchen.

However:

- This left a substantial hole in the ceiling through which water flowed whenever it rained.
- Not to mention the cold air during winter, particularly.
- Rhonda and her daughters had to – awkwardly – place buckets underneath to catch said water – so now they had two buckets catching rain water every time it rained.

Both holes were finally sealed in 2015 – but not until the family had needed to live with buckets catching rainwater inside the laundry and kitchen for 4 and 5 years respectively.

Windows:

In 2008 windows in the house were nailed shut because the contractors could not fix the sashes. This detrimentally affected the stuffiness of the home, exacerbated the effects of the rotting carpet and, therefore, Shelley's asthma and Nikki's skin condition. These sashes were finally replaced in early 2015...**7 years later** ...

Bathroom:

- The bathroom shower leaks out into the hallway as the seal around the bathtub is no longer functional.
- There are cracked tiles around the bath.
- The slope on the bathroom floor is such that water flows into the hallway rather than towards the floor drain.

- The taps over the bathroom sink do not reach far enough over the sink, so water runs down the back every time someone uses them. This water runs into the cupboard below onto the floor...and out towards the hall and its carpet.
- Rhonda was promised an upgrade to her bathroom in 2013 but nothing has been done as at this writing.

Fences:

- Are in need of repair.

Rhonda spoke to the LaHC Asset Operations Manager during the Northern Links Tenant Conference in May 2015 about the bathroom and fences. He told her that he would look into these matters. As at this writing, she has heard nothing on this front other than the attached email.

Carpet, Painting, Water Leaks:

Finally, in early 2015, it was decided to recarpet the house and to repaint internally (note, the third time in 7 years).

Surely it would have made sense to have:

- i. Fixed the water leaks ... ***then*** ...
- ii. Repainted ... ***then***
- iii. Laid new carpet.

However:

- The new carpet was laid first. Note: the carpet layers turned up about 7am without any warning.
- Rhonda called Northern Links who called HNSW Armidale who, in turn, called the LAHC maintenance staff to question this decision (see I, ii and iii above). HNSW was told that the carpet was going in that day no matter what...and it was laid.
- Subsequently, when the internal painting was being done, the painter knocked over a can of paint onto the new carpet and had to clean it up as well as he could.
- And – the water continues to leak into the hallway from the bathroom.
- And – water is still getting into the wall.

Back to the soggy wall:

Recently, LAHC maintenance staff decided that the wall was in such poor shape that it needed to be taken out and replaced. This has been accomplished recently. It has now been repainted (4th time in 6 years).

And the door jamb into bedroom 1 is separating from the wall, again ... this after it had been repaired early in 2015.

And the bathroom continues to leak into the (new) hall carpet.

Dining Room Leak:

The XX Street house is set on a hillside that slopes from south to north. The dining room weatherboard external wall is situated on the south side and butts up against the flow of water that comes down the hill whenever it rains. Because the external drainage is inadequate, water is seeping through the weatherboard and into the dining room. Rhonda now has towels permanently laid out on the (NEW) carpet to sog up the water.

Now:

LAHC are telling Rhonda that they are now thinking they should rip up the (new) carpet in the dining room and hallway and replace it with vinyl.

This, without first addressing the lack of drainage on the south side of the house or the bathroom leaks that are causing the problems.

Which, one presumes, means that the water will continue to build up in the floor boards of the house until such time as they rot completely away requiring very extensive and expensive replacement.

Update:

Rhonda is applying for a transfer to (another town in the Region) as this will put her close to Nikki's specialist, afford her the opportunity to heal her skin condition by both being out of this house in Armidale and able to access the ocean.

Over Christmas 2015, the water leakage into the dining room became acute. Two LAHC maintenance staff arrived (unannounced – and one did not bother to introduce himself to Rhonda) to inspect her home ... yet again. One slipped on the laundry floor (due to water that had leaked through the roof). Outside, whilst testing the external wall for water seepage, one of these men put a small hole in the wall only to have water spurt out over him. This means the water has built up inside the wall – just as Rhonda has been trying to tell everyone –causing the water to ooze through into the dining room carpet. Rhonda has permanently has towels down on the floor to try to sop up the mess.

HNSW Armidale have made appeals to LAHC to hold off on further maintenance on this home until such time as Rhonda and her family can be transferred. However, LAHC has suddenly decided that the work is urgent 'to protect our asset'. It is difficult to imagine why it has suddenly become 'urgent' when it has not been so for over 14 years.

Further, Rhonda has been told that the bathroom will take up to a month to refurbish and that she will have to find somewhere else to live during that time.

We cannot stress loudly enough what a strain this will put on this family given Nikki's autism and her terror of change and impermanence.

Maintenance Contractors:

Throughout this entire saga, Rhonda has experienced contractors who have made appointments but who have not arrived as agreed. She has experienced contractors who do not finish a job, say they will return at a particular time, but do not, so she is left with half-finished work not knowing when it will be completed.

She has been falsely accused of not allowing contractors in when appointments have been made, but this is not so. Please see attached Statutory Declaration for further details.

Transfer Applications: In desperation to get away from the continual disruptions to their lives – and particularly to Nikki's – Rhonda has lodged numerous transfer applications with HNSW... ***[cut out due to lack of relevance to this inquiry]***

Whether or not Rhonda fits strictly within HNSW and LAHC policies, the facts are:

- Her move into this home was necessitated solely because HNSW moved the person who was the subject of her AVO into a property across the road from her when they were perfectly aware of the conflict between the two.

- The state of the XX Street house has been unacceptable from the outset, and continues to be so.
- Rhonda was told that this was to be an interim home for approximately 6 months until HNSW found a more suitable one.
- The XX Street house has been beset by maintenance and upgrade problems right from the start of her tenancy and to date.
- The work has never been completed, much less in a satisfactory manner.
- There has been an enormous waste of resources over the years – patching over problems without first dealing with the root causes – and this continues to date.
- The disruption to Rhonda and her children’s living arrangements have been, and continue to be, totally unacceptable.
- The disruptions now are having a severe impact on Nikki which translates into extremely difficult behaviours.
- This, in turn, is having a constantly detrimental impact on Rhonda’s emotional and physical health.

In short, in a Person Centred World, Rhonda would have been moved many, many years ago into a more suitable home in a quiet neighbourhood that would support her and her family’s peaceful enjoyment of their home and provide a suitable environment for the management of Nikki’s disability.

Furthermore, the waste of public resources on this house has been remarkable. The delegates to our Conference in 2013 were admonished – at length – by a speaker from LAHC regarding the fact that ‘bad Tenants’ cost the taxpayer \$12 million per year when HNSW had to rectify the damage they inflict on their properties.

This same man refused to listen to or hear about debacles such as this one (in fact, this particular case was raised at the time). He refused to acknowledge the costs to the taxpayer of undertaking repairs that would have been prevented had they been addressed in a timely and professional manner. He refused to hear that the Department was responsible for increased maintenance costs when it refused to repair damage (such as water leaks), and papering (or carpeting) over the problem until such time as the new carpets, paint and structure are seriously compromised. When asked whether LAHC kept track of such wastage, we were told ‘certainly not!’

I trust that somebody in a position capable of cutting through the bureaucracy will look at Rhonda’s case with empathy and compassion and try to understand what her life has been like for the past 15 years as a result of HNSW and LAHC’s inability to house her appropriately.

[final paragraphs cut out due to lack of relevance to this inquiry]

d) Methodologies and processes for ensuring consistent public housing maintenance standards across NSW, inclusion quality assurance, effectiveness, efficiency and contract supervision.

i. Installation of Inappropriate Solar Hot Water Heaters

The Labour Government created the 'stimulus package' after the GFC. Part of this funding went to building two bedroom units for Public Housing Tenants in NSW. Apparently all specifications for these new dwellings were standardised regardless of the climate in which they were being built.

Thus, units built in the colder parts of the Northern Region included solar water heaters that are inappropriate to a climate that regularly gets below 0 degrees C in winter – and thus, they do not work.

These units were handed over to Community Housing Providers before the problem was obvious.

Tenants were enticed to apply for housing in these complexes in part, by the fact that their electricity would fall and thus their power bills.

Today, still, they are compelled to use On-Peak electricity to heat their hot water as Off-Peak is not available for these units and the Tenants' power bills have skyrocketed.

The argument as to which government body is responsible to rectify this debacle continues to this day. Community Housing, naturally, wants the problem fixed by either HNSW, LAHC or the Federal Government. Meanwhile, the Tenants bear the burden of this arrant stupidity and failure to take responsibility.

Whilst this may be deemed to be a Federal responsibility, we have been told by senior HNSW staff that although they knew, before the units were built, they were unwilling and/or unable to effect changes in the building plans before the units were constructed.

Although there is, as yet, little or no cost to Housing NSW or LAHC, inevitably (one would think) there will be. Accountability?

ii. Lack of Supervision of Delivered Maintenance.

- Tenants are reluctant to criticise contractors for fear that the contractors will retaliate
- Tenants' only recourse when they believe substandard maintenance has been carried out is to call the Maintenance Call Centre (MCC) where they are simply slotted into the maintenance queue
- When a Tenant does report shoddy workmanship and/or incomplete work, there is no follow-up
- There is a distinct tendency to assume that Tenants either do not know what they are talking about and/or are exaggerating and/or are complaining unnecessarily and, therefore, to ignore what they say
- Tenants are unable to report shoddy workmanship or incomplete work to anyone at all who works for HNSW or LAHC as HNSW is unable to assist them and are no longer involved in maintenance, and they have no method of contacting LAHC staff.
- LAHC staff do not inspect work after it has been completed to ascertain whether or not it is:
 - i. Completed and
 - ii. Up to a satisfactory standard

Recommendations:

1. That policies and procedures be developed such that LAHC/HNSW staff must follow up on all maintenance to ensure it has been delivered at an appropriate standard, effectively and efficiently prior to payment for the work undertaken by the contractor.
2. That a maintenance task/job cannot be recommended for payment until such time as LAHC/HNSW staff have approved the work as per (1) above.
3. That a policies and procedures be developed that ensure appropriate maintenance is delivered in a timely manner.
4. That short-term cost saving cannot be an excuse for refusing to schedule maintenance that, if not undertaken in full, will result in damage to the property, distress to the Tenant and which will cost considerably more if left unattended.

(e) Statutory obligations on Tenants to take care of properties and report maintenance in a timely fashion:

i. Sewer Blockage

Tenants may have a statutory obligation to report maintenance needs in a timely fashion. However, if they adhere to this obligation it is meaningless if:

- i. The need for maintenance is not taken seriously by the Department
- ii. Maintenance is not addressed in a timely fashion by the Department
- iii. The scheduled maintenance is not appropriate and/or adequate
- iv. The contractor does not adhere to appropriate and adequate maintenance specifications
- v. Reports of damage to other properties are repeatedly ignored

Sadly, too often one and/or all of the above occur far too often.

One indicative example:

An Aboriginal Tenant reported a sewerage block evidenced by the fact that the toilet kept backing up.

Maintenance was ordered, the contractor reached the conclusion that the Tenants were stuffing too much toilet paper down the toilet and causing the blockage – something they vehemently denied. The contractor unblocked the toilet at a superficial level and reported the job as complete.

This scenario occurred three times with HNSW attempting to charge the Tenants for 'damage' to their property. They, in the meantime, had reported these incidents to us and requested our help. They also stated that the smell from the toilet was unbearable – which, upon our own inspection, it was.

Finally, of course, the blockage was complete and sewerage backed up in the toilet and overflowed into the house saturating the carpet, the Tenants' furniture, skirting boards, walls with filthy, stinking sewerage and food in their fridge was contaminated.

The Tenants moved out and stayed with family. Maintenance was called – urgently. The carpets were removed from the home. Northern Links attended the subsequent inspection.

The gentleman from HNSW who was in charge of ordering the restoration work said that he believed it was perfectly reasonable that the family continue to live in the house while they

dried out the slab and laid new carpet. The second we opened the front door the stench was not only overwhelming, it was sickening.

Upon our insistence, the Tenants were housed in a motel and funds were provided to pay for their meals while they were unable to live in their home. Ultimately they were also compensated for damage to their furniture and food.

The problem? Tree roots in the pipes.

The unnecessary costs to the Department (and tax payer)? Not quantified, not accountable.

This is not a one-off incident by any means.

ii. The Broken Driveway

The driveway – used by the occupants of all four units in the block in question – is steep and surfaced with pebble crete that is lifting. The loose pebbles mean the driveway is always slippery, all the more so when it is wet. All Tenants need to walk up and down the driveway when accessing their mail boxes and when putting their bins out/in on garbage collection days.

Numerous notifications to the Call Centre, numerous representations by the Tenants to the local office and several letters of advocacy written on the Tenants' behalf, have resulted in a zero response.

So far 4 people have fallen and hurt themselves with, I am told, 3 (thus far) having claimed and been awarded compensation – the 4th claim is with a solicitor as at this writing:

- One of the Tenants residing in Unit No. 2 fell 3 years ago and broke his femur, damaged his knee and now permanently walks with a walking stick as a direct result of the fall. He has been awarded \$40,000 in compensation.
- A Tenant who resides in Unit No. 3 fell on the drive, broke her leg badly and was awarded \$200,000 in compensation.
- A Tenant guest fell and chipped her tooth – HNSW paid for it to be repaired.
- A visiting Avon Lady fell and broke her ankle and is now awaiting compensation.

Common sense might suggest that it would be cheaper to resurface this driveway than to continue awarding compensation to Tenants and visitors to the property for the significant falls they are experiencing. Not to mention that it might prevent further serious bodily damage to Tenants and visitors to the property and their subsequent pain and suffering.

iii. Tenant Reports of Damage to Properties

We could not begin to list the number of incidents, of which we are aware, that Tenants have reported to HNSW when deliberate damage is being/has been done to a house/unit near their own.

Such incidents include:

- i. Regular bouts of domestic violence where it is clear that the home is being smashed – noting that police often do not attend such incidents in a timely manner, if at all
- ii. Regular parties where it is clear that damage is being done to the home – it is difficult to get police to attend at all
- iii. Regular drug related incidents where it is clear that damage is being done to the home
- iv. Regular targeted break and enters that damage the property

- v. Ongoing harassment/intimidation by a neighbour that involves damaging the reporting Tenant's property

We can cite cases where these incidents have been regular and ongoing over periods of months and even years, with little or no action taken by HNSW other than warnings issued to the Tenant in question.

Whilst we understand that it is difficult to evict a Tenant without police evidence, even when there is evidence from the police and when the Tenant reports every incident, details the damage being done and who is doing it, months can go by during which time the property/ies are damaged further and further.

Recommendations:

1. That Tenants' reports of the need for urgent maintenance be taken seriously and acted upon immediately
2. That Tenants' reports of damage being done either to their property or another by another Tenant be taken seriously and acted upon immediately
3. When Tenants repeatedly report maintenance issues and when it is clear that ignoring them or postponing the work will result in further damage to the property and/or physically harm the Tenants, the work must be undertaken immediately in order to avoid escalating costs.

(f) Measures to meet the special maintenance requirements of aged and disabled Tenants

'The Devil is in the Detail'

Examples 1 & 2: Newly Constructed Disability Specific Units

Patricia has cerebral palsy and needs an electric wheel chair to move about. She requires physical assistance to go to bed and for all her personal care. She had been housed in the bottom floor of a two storey unit complex. This unit periodically flooded due to tree roots blocking the pipes, it being situated on a flood plain. On the last occasion raw sewage backed up and flooded into her bathroom and bedroom. This took five weeks to remedy at great expense to Housing NSW and great inconvenience to Patricia and her support workers as she needed to be housed elsewhere.

She applied for a transfer and was approved to move into a brand new disability specific town house in the same town as soon as construction was complete.

There was a special celebration when the townhouse complex, 12 in number, was opened and Patricia and her neighbours were invited to inspect their new homes with the local press.

Doorways

The doorways in Patricia's unit had been designed for an ordinary manual wheelchair rather than an electric one which is wider by a couple of inches. This meant that she had to be extremely cautious going through the doorways as her chair only just fitted through. This has meant a certain inevitability of damage to walls and corners.

Placement of Wardrobe

In the bedroom, the built-in wardrobe had been placed on the wall adjacent to the door so that while the doorway was wide enough to pass through the space, immediately inside the passage was only about 18 inches wide. Patricia was and is unable to sleep in her bedroom as her wheel chair does not pass through the space provided. It is also not even wide enough for a worker to carry her to her bed even if she agreed to such an undignified procedure.

Had the wardrobe been placed on the wall opposite the door there would not have been a problem. However, the builders, when approached, explained that they were not able to change anything and had to build the unit exactly as the blue prints specified.

External Walkway

Around the perimeter of the front and side of the house a cement walkway had been laid under the eaves to allow residents the ability to access their garbage bins in inclement or cold weather. This had been designed to be just wide enough for someone to walk on – but not wide enough for even a manual chair to move along without one set of wheels being in the soil and grass while the other set were on the concrete walkway. This has meant that Patricia cannot take out her own garbage. This is another instance of the disempowerment occasioned by the lack of thought and practical knowledge that goes into the construction of disability specific units.

Window Latches and Locks

Throughout the unit the latches and locks for the windows (double hung sash aluminium) had been placed on the central rung of the windows well out of reach of anyone unable to stand. This meant that Patricia had to ask a worker to open or close the windows. If the window was opened in the morning she had to wait for the evening worker to arrive before she could close it again and hope that the weather did not change throughout the day.

These were later altered and moved to the sill of each window at the expense of the Housing provider. At first glance a small cost until one considers that it had to be done in all the units in the complex ... and probably across NSW as well.

Sliding Door

The springs on the sliding door to the back garden were set so tightly that an able bodied media reporter required two hands and enormous effort to open the door – but was absolutely impossible for someone with cerebral palsy confined to a wheelchair. This was fixed after a formal written request but it was thoughtless and inconsiderate from the outset and should never have required a written request for rectification.

Example 2: Inappropriate Construction

In another set of newly constructed disability and aged specific units in another northern town, the kitchen tiles were laid on a raised cement bed. This meant that after carpet and underlay had been laid there was a step of 1 cm on one side of the tiled square that was the kitchen floor in the open space plan and 1.5 cm on the other side of the square. The kitchen floor was not level and drained onto the carpet boundary. There was also a 1.5 cm step up into the bathroom. One Tenant, in her sixties, who was blind and used a walking frame had three substantial falls over these little unnecessary steps in her home which placed her in hospital. These should never have been there in the first place had the floors been laid properly.

The Housing Provider maintained that because the steps were so small it was the Tenant's responsibility to fix them and suggested she get a friend to nail a piece of D-mold on either side of the kitchen and against the step into the bathroom.

Example 3: Refurbishment of Existing Buildings

In another town in the North of the State is a small, older, established block of approximately 20 units (built in the 1970's). They were designated as aged and disability specific units and are situated directly next to a newer larger block of units primarily designated as mental health specific units.

The practise of situating units designated for mental health occupancy in close proximity to aged designated complexes or units is highly undesirable and creates many unnecessary cases of social conflict, anxiety and stress for all concerned.

Unexpectedly, the Housing provider began installing range hoods in all the kitchens in the unit complex. The Tenants had not requested this.

One was installed over a stove that had not worked for 6 months but was not listed as an urgent repair because the Tenant had a microwave oven.

The range hoods, which were intended to remove steam and cooking particulates from the kitchen and building, were all installed and vented into the ceiling cavity rather than to the outside as per the installation instructions.

The Tenants all complained about the sometimes violent vibrations which would occur when the range hoods were turned on. The contractor was called back to rectify the problem. He attached a small triangular shelf to the wall and range hood in order to stabilise the vibration. These shelves protruded into the room further than the range hood – at head height. Many of the male Tenants sustained repeated injury to their temples when cooking as a result.

One Tenant was a former builder. He complained at the time that the work being done was substandard and that the venting of the range hoods would cause long term problems for the structural integrity of the building. The advice we received from the Housing provider was that the range hoods had been purchased in bulk, that they were being installed across the state, that the money allocated for their installation did not extend to venting them to an outside wall and that nothing could be done. The Tenant was then accused of intimidating the building workers.

The Tenants in the aged complex were advised that they would be provided with new kitchens as many of the older ones were out of date with appliances such as ovens and hotplates breaking down and cupboards wearing out with age.

Not content with this poor workmanship the Housing provider then gave the work of installing new kitchens in the units to the same contractor – despite continual and vocal complaints from the Tenants regarding their poor workmanship as well as unprofessional and intimidatory conduct towards the Tenants. These complaints and objections were made by the Tenants, their support workers and advocates.

Workmen would arrive before 8.00am, often stayed until long after 7.00pm (despite Tenants requests that they leave), persistently did not present identification and left building rubble mud and dust throughout the units. The Housing provider was deaf to all complaints.

Remember these are people in their 70's and 80's who had significant health and disability issues.

One Tenant, confined to a wheel chair and with an existing and adequate disability specific kitchen, stayed with her family to avoid the disruption. She arrived home to find her kitchen ripped out and a non-disability kitchen installed. She could not even reach the kitchen taps.

She demanded that her previous kitchen be reinstalled and was told it had been dumped. A new disability specific kitchen was installed after a few weeks of haggling – but at HNSW's expense.

The new kitchen that had been installed was also 'dumped' rather than its components being reused elsewhere.

Thus the Housing Provider paid for two new and unnecessary kitchens when a quiet conversation with the Tenants concerned would have saved them the expense and the Tenants the enormous inconvenience. The experience did not foster goodwill or trust on the part of the Tenants.

Recommendations:

1. That disability friendly design requirements must be addressed at blueprint/design level and assessed by people with a lived experience of disability.
2. That an architect with a decision making delegation must be available for all new constructions so that when problems become evident, such as those cited above, the contractor can speak directly to someone with the power to change the blue prints. As things stand, contractors are bound hand and foot to abide by the blueprint specifications regardless of how obvious the design flaw may be.
3. That meaningful, two-way consultation be undertaken with Tenants prior to any refurbishments, rather than simply providing written advice that the refurbishment will happen. This will develop and foster a more trusting and open relationship with Tenants and go a long way to removing shoddy work practices on the part of contractors, sub-contractors and sub-sub-contractors.
4. That Housing Providers be empowered to fix local housing maintenance issues promptly so that Tenants no longer need to spend hours on the maintenance line, and then not be able to speak to anyone who can track their report through to finalisation. Return to the person centred approach where a CSO was able to keep track and was empowered to make decisions on maintenance issues.
5. That Housing Providers employ at least three times the number of people empowered to deal with Tenants with complex needs. As well, a substantial increase in Tenant Participation funding be provided to enable holiday programmes to be run, at cost, for social housing children and young people to obviate any damage done by children and young people with plenty of time and no money to hand.
