This form is for the use of registered supported residential services only.

This is a template form for a Residential and Services Agreement (RSA) for a Supported Residential Service (SRS). This form has been developed by the Department of Health and Human Services to assist proprietors of SRS to understand their responsibilities under the *Supported Residential Services* (*Private Proprietors*) *Act 2010* (the Act) and the Supported Residential Services (Private Proprietors) Regulations 2012.

This form does not constitute legal advice and is not to be construed or relied upon as the provision of legal advice. The use of this RSA is not mandatory and, on condition that all legislative requirements are met, may be modified to suit your SRS.

NAME OF SUPPORTED RESIDENTIAL SERVICE

ADDRESS ★ AND★ PHONE NUMBER
Registered Beds: XX

Proprietor: XXXXXX
Telephone: XXXXXX
Telephone: XXXXXX

You must include the proprietor and the manager's contact details.

RESIDENTIAL AND SERVICES AGREEMENT

This is an agreement between a resident and the proprietor of this SRS regarding the terms and condition of your stay in the SRS. This SRS is regulated by the Department of Health and Human Services. We deliver services in a way that is consistent with the principles and standards set out in the *Supported Residential Services* (*Private Proprietors*) Act 2010 and Supported Residential Services (Private Proprietors) Regulations 2012.

RESIDENT DETAILS

Name of Resident							
Room Number							
							
Resident's Guardian			Telephone	Address (postal and/or email)			
•							
A resident may nomina received at the SRS.	ite a person to	o receive information	about the reside	ent's accommodation and personal support			
Person Nominated (this person has been nominated by the resident to receive information about the resident's accommodation and personal support received at the SRS)			Telephone	Address (postal and/or email)			
D!.J4) a	I		T-1-phone	A JJune (unated and/on amail)			
Resident's Administrator			Telephone	Address (postal and/or email)			
Aummsuaco				I			
Emergency Contact			Telephone	Address (postal and/or email)			
		DURAT	TION OF STAY				
Your stay is for a fixed p	period	Starting on/_/_ and ending on/_/_					
Your stay is for an indefi	inite period	Starting on / /					
		FEES A	ND CHARGES				
Fee for accommodation	and	Amount: \$					
personal support Frequency of payment		Each week in advance					
ricquency or payment.							
		Every fortnight in advance					
		Every 4 weeks/ Each calendar month in advance					
		Other					
How to pay		Direct Debit					
		Cash					
		State Trustees					
		Other					
			S AND CHARG	ES			
Security Deposit Charg	ged	No					
		Yes					
		Amount payable: \$					
		Terms and conditions of refund of security deposit must be included.					
OTHER FEES AND CHARGES							
		OTHER REE	C AND CITADO	IEC .			

Condition Report Provided to Resid	lent	YES NO				
		A condition report must be provided if the resident is charged a security deposit. It should be provided as a separate attachment to the RSA.				
Furniture in resident's room belong	ging to the SRS	List items:				
	OTHER FEES	AND CHARGES				
Reservation Fee Charged	Fee Charged No					
	Yes Amount payable: \$ Terms and conditions of refund of reservation fee must be included.					
Establishment Fee Charged	□ No					
	Yes					
	Amount payable: \$					
	Terms and conditions of refund of establishment fee must be included.					
Fees in advance Charged (for other items /services provided by	No					
the SRS)	Yes					
	Amount Payable: \$					
	Terms and conditions of refund of fee must be included.					
Refunds to resident	Refunds of money held in trust must be returned to the resident within 14 days of leaving the SRS. A resident can apply to the Victorian Civil and Administrative Tribunal (VCAT) for an order if the proprietor does not refund a security, fee in advance, reservation fee or establishment fee in accordance with the Act, must be included.					
	MANAGEMENT OF	RESIDENT'S MONEY				
Will do one of the document						
Will the SRS assist the resident in managing their finances? No Yes Amount to be managed: \$						
The maximum amount of the resident's money that can be managed by the SRS is the amount equivalent to one month's fees in respect of the resident.						
ITEMS AND SERVICES PROVIDED						

This should include a list of the specific items and services to be provided to the resident concerned. It should include a statement about how these services will be planned and reviewed and how changes to them will be made.

RESIDENT CONCERNS AND COMPLAINTS

A statement explaining the complaints procedures at the SRS should be included. It should include a statement that residents and their families may also make a complaint to the Department of Health and Human Services or to a Community Visitor. This could be provided as a separate attachment to the RSA.

HOUSE RULES

Any SRS house rules, policies, for example, about pets, smoking and alcohol must be included. This could be provided as a separate attachment to the RSA.

ROUTINES OBSERVED AT SRS

The routines of the SRS, for example, meal times and housekeeping schedules must be included. This could be provided as a separate attachment to the RSA.

SPECIAL TERMS

Details of any other special terms that apply to the resident's stay in the SRS should be included.

HOW THIS AGREEMENT CAN BE ENDED

A statement about how a residential and services agreement may be ended must be included.

Example: A residential and services agreement may be ended:

- when the resident and proprietor agree that it has terminated
- when an order to vacate has been made by the Victorian Civil and Administrative Tribunal (VCAT)
- when a resident abandons his/her room or if the resident dies, or
- a resident moves out of the SRS, whether or not the resident has given a notice of intention to vacate.

NOTICES TO VACATE BY PROPRIETOR

A resident may be given a notice to vacate the SRS in the certain circumstances and with the minimum notice.

These are:

- if a resident endangers the safety of others (immediate notice)
- if a resident causes serious damage or serious disruption (immediate notice)
- if a resident uses the SRS for an illegal purpose (2 days notice)
- if a resident requires more health care or personal support than can be provided at the SRS (14 days notice).
- if a resident's fee are more than 14 days in arrears (14 days notice)
- if the proprietor proposes to cease operating the SRS (28 days notice)
- if the proprietor intends to repair or renovate the SRS (60 days notice)

A resident can apply to the Victorian Civil and Administrative Tribunal (VCAT) if they disagree with a notice to vacate.

NOTICES TO VACATE BY RESIDENT						
If the resident wishes to vacate this SRS he/she must give days/weeks notice.						

A proprietor is not allowed to require the resident to give more than 28 days notice of their intention to leave the SRS. If the residential and services agreement does not specify a relevant notice period, the resident should give the proprietor not less than 2 days notice.

AGREEMENT

You must include a statement about how changes to the residential and services agreement may be made, including whether the notice will be in writing of changes and the period of notice before the changes take effect. Changes to fees require at least 28 days notice, other changes require at least 7 days.

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I have read the terms and conditions in this agreement, including the House Rules, and agree to abide by these terms and conditions and have received a copy of this Residential and Services Agreement within 48 hours of my admission.
Resident's Signature:
On the day of
In the presence of (witness):
Proprietor/ Manager signature:
On the day of
In the presence of (witness):
Attachments (examples of policies or documents you might also have as attachments to the RSA)
1. List of the resident's personal belongings of financial value brought into the SRS
2. Condition report (if a security deposit is charged)
3. List of routines observed at the SRS
4. House Rules
5. SRS Complaints Processes
6. Summary of Residential and Services Agreement (optional)

Residential and Services Agreement - Summary for resident

This is a sample summary of a residential and services agreement. It has been provided as a good practice idea as an easy reference for residents. It is not a legislative requirement to provide a summary and it does not meet the minimum requirements. It should be provided only in addition to a full residential and services agreement.

• Your fe	e to stay here will be	\$per week	<u> </u>						
• You wi	ll pay your fee weekl	y/monthly							
• The len	gth of your stay here	is							
		ch is atpm Dinner is	atpm						
• You are	not allowed to smok	te inside your room or the S	SRS						
	You have nominated to receive information about your personal support and accommodation								
	provide you with a s	support plan that will list all rly with you.	of the support and ser	vices you require.					
	y be given a Notice t ersonal support than t	to Vacate if you do not com he SRS can provide.	ply with the House Ru	les or if you require					
• If you v	vant to move out, plea	ase let us know a week before	ore you wish to leave						
	oes not specify the require required to give more the	red amount of notice, a resident i. nan 28 days' notice)	s only required to give 2 do	ys' notice. A resident					
• If you h	ave a complaint you	can contact							
• Nam	e of SRS staff memb	er:							
• the I	Department of Health	and Human Services: 1300	650 172 or						
• Com	munity Visitors: 130	0 309 337							
• This agr	reement starts on								
• This agr	reement ends on	(if known)							
	,								
Resident	Print Name	Signature	Date						
	T								
Proprietor	Print Name	Signature	Date						