

GET BUILDING SDA

The Specialist Disability
Accommodation
Initiative



**Managing SDA:
Investment
and Ownership**

Summary

Specialist Disability Accommodation (SDA) is an integral component of the National Disability Insurance Scheme (NDIS).

SDA payments are provided for purpose-built housing for NDIS participants with very high and complex support needs to enable them to lead an ordinary life. These payments are made to a provider of an SDA property when someone who has been approved for SDA funding is living in it.

SDA presents a transformational opportunity for NDIS participants to access high quality housing and leave inappropriate housing settings such as hospitals, aged care facilities and outdated group homes.

Currently, only a small fraction of the SDA that is needed has been built. In NSW, only around 635 SDA places are under construction – around 10% of the new SDA places that are required in NSW.

The 'Get Building SDA' initiative will give people the tools to realise these opportunities.

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Introduction

SDA represents a transformational commitment from the NDIA to ensure that people with disability and very high support needs can live their lives in the community with the housing and support they need.

The SDA Rules were introduced in 2016 and as such the detail about how to build and implement SDA is being developed as the first developers finalise their builds, arrange tenancy agreements between tenants and providers, and see the very first SDA-funded tenants move in.

Information about how SDA funding and rules operate can be found in the following documents:

- Introduction to SDA (<http://getbuildingsda.org.au/wp-content/uploads/2019/08/Introduction-to-SDA.pdf>)
- SDA Price Guide (dis.gov.au/providers/price-guides-and-information/sda-pricing-and-payments)
- SDA Rules (legislation.gov.au/Details/F2018L00627)
- SDA Practice Standards (ndiscommission.gov.au/sites/default/files/documents/2018-07/NDIS%20Practice%20Standards.pdf)

This resource is designed to assist SDA investors and providers to consider various ownership and investment models and to provide some prompts about the day-to-day administration of an SDA property.

The resource has been developed to share case studies and learnings across providers delivering SDA in Australia. This resource is to be used as a guide only. SDA is complex and providers and investors will need to seek specialist legal and financial advice prior to embarking on SDA projects.

SDA Investment and Ownership Considerations

SDA has been designed to allow many different individuals and organisations to be providers.

The variety of SDA providers is broader than the usual:

- people with disability looking to be home owners for the first time
- family members wishing to build for a family member
- community housing providers and not-for-profits
- private organisations including housing developers and property managers

The range of SDA providers above is also made more complex when the SDA provider may be accessing finance and investment from a third party. Third party financiers can include individuals, retail banks, superannuation funds or dedicated investment trusts.

This means that SDA investment models to date are highly varied. The models of investment in SDA to date have been configured to meet the needs of particular provider-investors relationships, and the history and context of the SDA development occurring.

SDA Roles and Responsibilities

A key purpose of this document is to unpack the roles different organisations are playing in developing SDA for NDIS participants.

Splitting apart the respective roles of different stakeholders is important because prior to the NDIS, many people with disability accessed housing that was owned, financed, and even built, by the same organisation that provided their day-to-day personal care assistance. SDA is leading to housing being built at scale, with a range of relationships sitting behind the development and management of SDA properties.

The NDIS, and SDA as part of it, use a lot of new concepts and terms. A glossary is provided at the end of this document.

The Summer Foundation has previously published a Toolkit on Separating Tenancy and Support (summerfoundation.org.au/resources/separating-housing-and-support-services-toolkit/). This assists organisations to consider the different roles and responsibilities of the SDA housing provider compared with the support provider (known as the Supported Independent Living (SIL) provider in the NDIS).

The provision of ‘bricks and mortar’ SDA, disability service provision through SIL, and tenancy arrangements requires detailed and complex arrangements. In these instances, the SDA investor is referred to as the owner, and the manager.

Key Elements of SDA Business Models

Individuals and organisations considering developing SDA need to understand the key elements of the business model and the risks involved in engaging in the SDA market.

a) Payment and pricing risks

- SDA payments in plans – the NDIS makes payments directly to SDA providers. The NDIA makes a decision about whether or not to fund SDA for an individual participant by assessing whether the participant meets the requirements set out in the SDA Rules.
 - A key risk for providers is that there is a delay in the participant getting approval for SDA from the NDIA or that the participant will not be found eligible for SDA, or may be found eligible for a level of SDA that is lower than the funding required by the provider.
 - Risk mitigation: It is essential to work closely with potential tenants to ensure that they have the payment approved in their plan. The new SDA framework has provision to streamline this process, which should mean faster and more transparent access to SDA in plans.
- Participant rental contribution – The income for SDA participants includes a rental contribution provided directly by the participant. This is referred to as the Reasonable Rent Contribution (RRC) and is set at 25% of the Disability Support Pension, plus the Commonwealth Rent Assistance (CRA). Details on the rent contribution need to be included in the tenancy agreement.
 - Receiving participant rental contributions is a very low risk for SDA providers. These contributions are usually specified in tenancy agreements and participants have standing arrangements in place to make rental contributions.

- SDA Pricing – SDA Prices are reviewed every 5 years. This involves a review of the assumptions underpinning the SDA prices.
 - Many providers view the risk of SDA pricing changes as being one of the most significant risks involved in SDA. The changes agreed by the Disability Reform Council and NDIA in early 2019 provide greater certainty by confirming that the NDIA will index SDA payments annually for CPI and the dates that the price reviews will occur every five years.
 - Mitigation strategies used by SDA providers include financial modelling based on different SDA price change scenarios and consideration of what exit strategies could look like in the event of a significant price change.

b) Tenancy related risks

- **Tenant selection** – selecting the appropriate tenants for the appropriate dwelling is a critical element of SDA provider success and positive tenant outcomes. The income stream for SDA providers is based on the type of dwelling (such as apartment, house, villa) and the SDA category (such as robust, improved livability, high physical support). For this income stream to be realised, SDA providers will seek tenants whose SDA payment in their NDIA plan matches the properties of the SDA provision. If a tenant applies to the property that doesn't match the preferred income stream, an SDA provider may decide to accept a tenant and receive the lower SDA payment in the tenant's NDIS plan.
 - The risks in poorly managed tenant selection are very significant as vacancy risk is one of the most significant risks that SDA providers face. Poorly suited tenants will be at risk of harm to themselves or others, and can also lead to challenges to SDA provider financial viability due to extended vacancies or significant property damage.
 - Providers manage their risks in tenancy selection by adopting different approaches to selecting tenants that reflect their expertise. Different models and processes are in place across providers to manage tenant selection process. This function is managed in-house by some providers and outsourced by other providers. Similarly, in some models, the decision is made solely by the SDA provider and in other models it involves the SIL provider or other stakeholders. Providers will also need to comply with the NDIS SDA Practice Standards where SDA residents want to have a say about who they live with.
 - SDA providers must develop policy about how this should happen. New websites have been launched since mid 2017 which provide a platform for disability housing, and this is a viable method to seek out prospective tenants. Tenancy matching services for SDA are now available on a fee for service arrangement which is attractive for some SDA investors, particularly those new to the market.

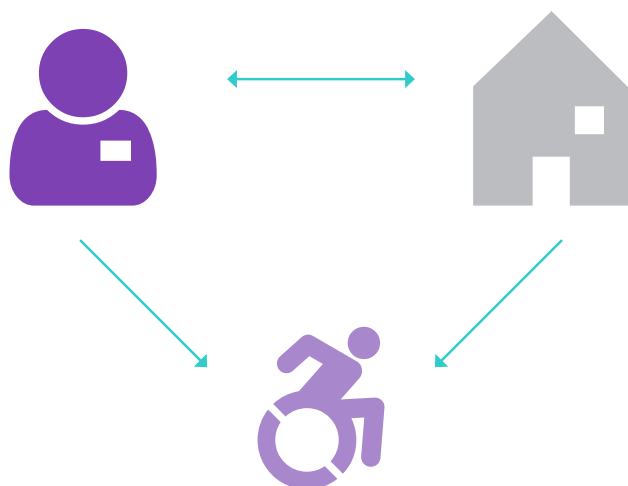
Ownership Considerations

Ownership of SDA

There are four main models of SDA ownership:

- Model 1.** SDA owner provides SDA directly to participants
- Model 2.** SDA owner engages manager to administer property
- Model 3.** SDA and SIL provided jointly
- Model 4.** SDA participant home ownership

Model 1 – SDA owner provides SDA directly to participants



In this model the SDA provider manages the SDA property themselves, encompassing direct contact with the SIL provider and tenants. This is likely to be a challenge for SDA owners who are unfamiliar with working directly with people with disability, and presents risk for first time SDA owners. For some SDA owners, particularly those who are new to the provision of property, it may be worth considering the engagement of specialist sub-contractors who have expertise in SDA.

Advantages:

- **No intermediary costs:** As the organisation registering and claiming the SDA payment directly, the owner would not need to pay an intermediary organisation for this work. This would minimise expenses associated with the cost of managing the SDA housing.
- **Clear line of sight over NDIS payments:** By claiming the SDA payments directly, the owner will have very clear line of sight over the payments from government. There will be no ambiguity about the revenue receipts from government for the SDA property.

Disadvantages:

- **Time involved in using the NDIS online portal:** The NDIA's online portal can be difficult to use. Other organisations already registered with the NDIA have built up expertise in quickly claiming payments and resolving IT issues with the online system.
- **Meeting Quality and Safeguards:** Organisations wishing to register as an SDA housing provider must meet the regulations managed by the Quality and Safeguards Commission for the property. This means that internal policies and procedures must be developed and put in place to deal with complaints about the service, training for staff on anti-discrimination and internal governance and quality improvement processes. The provider will also need to pay for a Third-Party Verification by an accredited assessor to check compliance with these standards. This can be burdensome and time consuming.
- **Public registration:** All organisations registered with the NDIA appear in the government's online directory of NDIS service providers. The business name and nominated contact details will appear on the website and be available to all people with disability (and the general public). The provider may have to manage unsolicited contact requests from people with disability, families and service providers.

Agreements

In this example there needs to be an agreement between the SDA provider and the tenant. This agreement, commonly referred to as the Accommodation Agreement, will most likely need to cover at least the following:

1. Definition and scope
2. Written Accommodation Agreements
3. Head Lease Agreement
4. Rent
5. Utility charges
6. Right to quiet enjoyment
7. Companion animals
8. Notice of sale of premises

9. Accommodation provider or agent's right to enter premises
10. Maintenance
11. Resident's requirement for modifications to be made to the property
12. Locks and security devices
13. Change of accommodation provider or owner
14. Termination of agreements
15. Goods left on premises after vacating

The NSW draft agreement for SDA is a helpful guide for SDA providers to consider as a base until there is clarity about the policy position.

The draft can be seen here [Sample Agreement](#), and below is an example of the provisions in the draft agreement:

Absences

If you are temporarily absent from the property for a period of time up to a maximum of 60 days (for example, if you go on holiday) you are required to tell the Accommodation Provider and are still required to make the Accommodation Payments detailed on page 3 of this Agreement.

If you are absent from the property for a period of time in excess of 60 days, then this Agreement will terminate from the date that the Accommodation Payments and any other payments required under this Agreement are due to the Accommodation Provider but not paid by the relevant due date.

Inspections and Access

The Accommodation Provider may or may not be the same as the Property Owner.

The Accommodation Provider can visit and inspect the shared areas at any reasonable time. Repairs, cleaning, maintenance, upgrades and renovations of the shared areas can be done by the Accommodation Provider at any reasonable time.

The Accommodation Provider may need to enter your room from time to time, and must give you notice as set out below:

Reason access is required	Notice period
In an emergency, or to carry out emergency repairs or inspections	Immediate access
To carry out general repairs and maintenance	24 hours
To carry out any other works, including structural works or property upgrades	24 hours
To show the room to a prospective resident after notice to terminate has been given	48 hours
To carry out inspections	48 hours
For any other reason	48 hours

If the Property Owner needs to access your home (including your room) for repairs, maintenance, renovations or to sell the property, they will advise the Accommodation Provider, who must advise you using the time frames shown above.

EXAMPLE

Fritz and Franny have spent their entire careers working in disability service provision, and decide to build an SDA investment property. They build six SDA properties as part of a larger general block of 28, and have included the provision of on-site 24-hour care. As Fritz and Franny have 50 years' experience between them working in government and community group homes, they feel confident that they can negotiate any of the challenges that arise. They engage a SIL provider, Windows, to provide SIL services for their tenants, and begin the tenancy process.

The building of the properties goes smoothly. Fritz and Franny start to engage with potential tenants. Six different tenants means six different sets of circumstances which means that their agreements need to be sophisticated enough to encompass all of the variations requested by the tenants. Fritz and Franny engage a specialist solicitor to handle the agreements and paperwork between the parties, and this makes the process run smoothly.

An unexpected issue arises when a prospective tenant decides that they wish to use their own SIL provider and not use Windows. While Fritz and Franny are well intentioned in choosing Windows for their tenants, thinking that it will make it easier and more streamlined for everyone, they have inadvertently undermined their tenants' choice and control. With the support of their solicitor, and an advocate engaged to work with their tenants, they develop a new process to choose a provider, Seabreeze, and eventually all parties are satisfied.

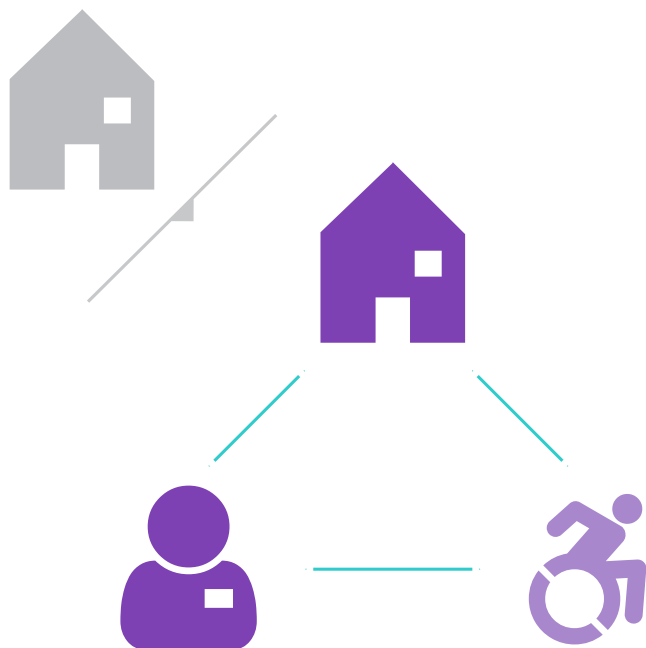
The provision of the SDA properties to their tenants has been a wonderful and rewarding experience for Fritz and Franny, and they delight in their ability to provide housing for people that may have been facing a difficult future without an SDA housing solution. They feel that they have developed their own family and community, and are keen to take the next steps to develop more property. However, for Fritz and Franny, as their business grows they don't have the capacity to manage the day-to-day business of the SDA (property management, repairs, SIL agreements) so they decide to engage an SDA property manager.

This case study is using de-identified names and providers.

Examples of agreements and MOUs can be found here:

[Example agreements](#)

Model 2 – SDA owner engages manager to administer property



Many SDA investors/owners are focused on building rather than administering SDA to tenants, and prefer to engage a third party to manage the day-to-day needs of the property.

There are many different approaches to how this arrangement will work depending on the type of property, and whether the SDA provider is the same organisation as the SIL provider, but all arrangements between the owner and the SDA provider should clearly outline areas of responsibility and decision making authority.

An option for SDA property owners is to head lease the property to a registered SDA provider who then registers the property as SDA and manages the property on a day-to-day basis. This model is best suited to “arms-length” investors who wish to receive the investment return but do not wish to have the day-to-day management or SDA provider registration burden.

In this arrangement a head lessee is contracted to deliver services for a fee.

The SDA provider has the responsibility to collect the SDA payment and the rental contribution, maintain the property, and manage vacancies and tenant selection.

Within this approach there are a number of considerations regarding how the lease is structured, how responsibilities are assigned and how risks are managed.

Deciding which model works best can be a complex decision for some SDA providers. There are advantages and disadvantages to each model, and most of the decision making will be based on the balance of return versus the cost of administration of SDA to the owner.

EXAMPLE

Better Builders are based in Hong Kong and focus on building quality accessible housing across the globe, particularly in the USA in the aged care market. They are expanding their business into the Australian market where they will be building both aged care and SDA properties. Better Builders have a cookie cutter business model where they build their property to their own designs and then engage a property manager to handle all of the tenancy, maintenance and other issues for them. Better Builders use a sophisticated formula to determine their profit market, and therefore put their effort where it is most profitable for them, in building properties. They engage a number of providers across Australia to manage the properties, and it may sometimes include a separate SIL provider, and sometimes not, it depends on the local market. For Better Builders, this doesn't matter so much as they are at arms length to the day to day administration of the property. So far in Australia, they will use SDA4U, and have negotiated an 11% fee for the service.

For many tenants of Better Builders properties, the ownership of the building can be invisible as their daily exposure to the SDA and SIL provision will be through their contact with SDA4U and the ownership of the property will be more or less irrelevant. SDA4U develop all of the agreements, protocols and agreements with the tenants, and as Better Builders are a big provider, this will be standardised across the properties as much as possible. SDA4U prefer to provide SDA only, but will sometimes engage in SIL provision where there are no alternatives.

Advantages:

- **Simplified administration:** The SDA provider would come with an existing understanding of the online claiming system and would be able to quickly process claims for payment.
- **No need for registration and quality and safeguard assessments:** Providers already registered with the NDIA for SDA have demonstrated compliance with the Quality and Safeguards Commission requirement and can simply enrol additional dwellings.

Disadvantages:

- **Additional management costs:** The organisation registering and managing the property on the owner's behalf will require a fee for this service. There are no current commonly accepted market rates for this service. The cost of this fee will depend on the agreement between the owner and the SDA provider. The types of SDA provider partners for this service are often community housing providers.
- **Less transparency on financial flows:** Contracting out registration and SDA payment claiming removes the link between the asset owner and the NDIA. The SDA owner will not have any authority to directly discuss your property (including payments) with the NDIA as this will all occur through the SDA provider. The risks arising from this principal-agent relationship can be effectively mitigated through a clear and comprehensive head-lease and/or MOU with the partner organisation.

Model 3 – SDA and SIL provided jointly



A key philosophy of the NDIS is that people with disability can live an 'ordinary life', (see [here](#) for more information about how ordinary life works) in the same way that most Australians take for granted.

This means that participants of the Scheme can expect to choose who they live with, and decide who delivers their essential services and supports. With this in mind, the NDIA has a strong commitment to the separation of SDA and support services to maximise choice and control for people with disability. While not a requirement as yet, SDA and SIL providers that are the same entity should plan for this separation in future.

Research shows that vulnerable people are safest when their housing and support are separated, and are living their lives in the mainstream community (see [here](#) for discussion about enhancing personal safeguards). Combining SIL and SDA is more common in a thin market and rural and remote areas.

If a business does provide both SDA and SIL, there needs to be clear boundaries, as outlined in the conflict of interest requirements under the [NDIS Practice Standards and Quality Indicators](#) (Page 38 & 39).

Refer to the Summer Foundation [Separating Housing and Support Services Toolkit](#).

EXAMPLE

Jenny is 42 and lives in a small town in outback NSW and shares her two bedroom Housing Flex SDA property with her friend Fatima. Prior to her new SDA home, she and Fatima were in aged care as there were not many choices in their area. They wanted to stay close to their friends and family, and the community they call home. A new provider, Housing Flex, came to town and built a new SDA property, that was ideal for Jenny and Fatima. Housing Flex offers both SDA and SIL, which means that while for Jenny and Fatima, there isn't much choice about who provides support services in their own home, they are able to negotiate with the one provider for all of their needs. As Housing Flex provides both SDA and SIL, they have had to work very hard to develop strict boundaries between what is SDA, and what is SIL, so that Jenny and Fatima are able to maximise their choice and control as much as possible. To begin with, Jenny and Fatima were concerned that they would not be able to choose who provides them with SIL services, but were able to negotiate their own agreement which allows them to have a veto power over who delivers services. This was a big concession for Housing Flex, but needed to be done to make sure that Jenny and Fatima had control over their lives.

One of the unexpected disputes that arose for Housing Flex was that Jenny and Fatima wanted to bring her family's cat. For Fatima, having her cat would mean that her SDA property would properly be her home. The issue was that for health and safety reasons, Housing Flex has a no pets policy, and one of the Housing Flex workers was allergic to cats. Housing Flex worked with Jenny and Fatima to develop an approach that worked for everyone, including moving the worker to a different property, and modified the agreement to reflect the new situation. Housing Flex reflected that having a flexible agreement was key to success.

Housing Flex knows that it is likely that NDIA will insist on a separation of SDA and SIL as the market grows, and are preparing for that separation as part of their business planning. This will always be a challenge in rural and remote areas, but should be part of their everyday practice in the future, if they are to remain competitive.

Model 4 – SDA participant home ownership



SDA makes real the possibility for people with disability to own their own property and be their own SDA provider.

The SDA rules do not allow for the family home to be used as an SDA property, which means that adult children are unable to live in an SDA property with their parents. The reasoning behind this is that this scenario does not reflect ordinary life, and the usual separation that occurs between parents and children in adulthood.

For some families, this can be confronting as parents of people with disability may have assumed that they would provide the care required for the duration of the person's life, but the NDIS is designed to foster the resources for people to live as independently as possible. So the adult child and family living together in an SDA property is not considered an appropriate model under SDA.

Participants are able to use SDA funding to purchase their own property.

Banks and financial institutions are also considering how they assist participants to become their own SDA provider. Some participants are building properties and including capacity for additional bedrooms for other people with SDA to share, or for friends, partners or children to live with them.

This home ownership model requires less in the way of agreements between the participants, except for the requirements for SIL agreements which reflect the requirements outlined in the previous models. However, if a participant is an SDA provider to themselves and other SDA participants, it is essential that agreements are developed between the provider and the other tenants about how the household will function day to day.

The Summer Foundation has put together a document that can help people with disability and financial institutions understand the opportunities for home ownership in SDA:

summerfoundation.org.au/wp-content/uploads/2018/01/unlocking-home-ownership.pdf

EXAMPLE

Kirby was in her 20s, living independently and working as a teacher of special needs children when she acquired her injury. After hospital Kirby spent time in a nursing home before moving back home to live with her parents, but it was always her goal to have her own place again.

Kirby's parents Carol and Kevin knew that owning her own home would give her long-term security so when they heard about SDA they began working with Kirby's support coordinator to make it happen.

Kirby sold the unit she had lived in before her injury so she had a deposit and the family found a bank that would provide the loan for an SDA property.

The support coordinator introduced the family to a local developer who wanted to build SDA to be owned by the residents, and in 2018 Kirby was approved for SDA funding in her NDIS plan.

Being involved in the SDA development from the beginning allowed Kirby to have input into design elements and fixtures that were important to her, such as automated blinds, door openings, choice of flooring and how the bathroom was tiled.

Kirby's home is one of three units with a staff hub for shared Supported Independent Living services.

Kirby was 33 when she moved in to her new home in October, 2018. *"I was happy to have my own space again, a place that was mine and I could be proud of,"* Kirby said. *"A place where I could work on being more independent and where I could showcase my likes and tastes."*

Carol said having Kirby living her dream to have her own home again is priceless. *"Knowing Kirby will be safe and secure for life with a home that no one can take away from her gives us a sense of peace,"* she said.

To see more on Kirby and her parents' SDA journey watch these digital clips:

Kirby's SDA journey to her new home: <https://youtu.be/UUz0rDPE9Jw>

Carol and Kevin support their daughter through her SDA Journey:

https://youtu.be/R4XOnNZzY_k

Head Lease Agreements

Head leases are typically required when the SDA owner wishes to have another party provide the SDA provider services. This is similar to the example on page 12.

If an SDA owner engages in a head lease arrangement, there are a series of decisions that must be made, including payments, responsibilities, tenancy agreements, home modifications and vacancies. Head Lease Agreements may be as individual as the parties wish, or may reflect standard industry agreements that are likely to be developed as the SDA market expands. Considering the fluid nature of the NDIS at present, head lease agreements and the assignment of responsibilities between the owner and the SDA provider need to be negotiated in good faith with a reasonable and transparent risk sharing approach, the agreement should provide sufficient flexibility to be able to be mutually changed in future as more detail surrounding the NDIS emerges.

It is wise for SDA owners, and potential SDA managers and SIL providers, to seek expert legal advice about the development of Head Lease Agreements.

Income models for lease arrangements

Head Lease Agreements between an owner and SDA provider fall into two major models, though there is room for each agreement to model their own approach, or adopt a hybrid of these two models.

a) Percentage of SDA / RRC

In this model, the payments from the SDA provider to the owner are based on a percentage of the total monies collected from each tenant including their SDA payments as well as their reasonable rent contribution (RRC). Under this model there is scope to maximise the income stream to the owner, however the owner may need to be more hands on in the management and especially with some tenancy decisions. For example, decisions surrounding the level of SDA for a particular tenant verses the build level of support will need to be made in consultation with each party if there is a possibility of a tenant with a lower income stream being accepted to occupy a dwelling. Issues such as vacancy and funding of modifications to dwellings would need to be carefully considered and documented within the lease.

b) Standard Fixed Lease

Under this model, the lease is based on a standard lease with a fixed monthly payment which is not “tied” to the income of the dwellings such as in the example above. This approach would allow a more remote relationship between the SDA provider and the owner, however, it would also likely result in lower income stream as the lease rates would need to reflect various risks such as vacancy that the SDA provider may face.

Vacancy

The agreement should detail who bears the risk of vacancy both for the time when the SDA is first completed and until the first tenants move in and the time when the first tenants move out and new tenants need to be found.

The treatment of NDIA's SDA vacancy payments of between 60 to 90 days for accommodation housing two or more persons would also need to be addressed in the agreement.

Modifications

The NDIA will not provide any additional funding for an individual's particular requirements, except for Assistive technology requirements which are the NDIA's responsibility to fund.

Agreements between the owner and provider need to detail who pays for any modification required to tailor dwellings to individual requirements.

Tenant(s) Selection

The type of dwelling and therefore tenant that the lease agreement is based upon needs to be outlined. That is, what SDA design category has the dwelling been built for and therefore the predicted income stream for the owner.

Agreements are required for circumstances such as if a dwelling is built for High Physical Support with OOA, and a proposed tenant only has the Fully Accessible level of SDA funding.

Agreements needs to be clear who has the responsibility to make the decision, whether it is a joint owner/SDA provider decision or solely the SDA provider decision. In this scenario the decision may impact the lease payment amount as it could change the percentage payment model to a lower SDA support level and could significantly impact the cash flows to the owner.

Tenancy Management

The agreement should outline that the SDA provider is responsible to develop and maintain tenancy agreements with all participants that fully satisfy the requirements of the terms of business, practice standards, SDA rules and any local tenancy legislation. The obligation to monitor legislation for updates and so on should also be placed upon the SDA provider.

In addition, there are also provisions within the NDIS SDA Rule that existing tenants must be consulted about a proposed new tenant in the process of a new person moving into the premises. The process for how this is to occur and any issues relating to tenant rejection would also need to be addressed.

Repairs and Maintenance

There needs to be a clearly defined agreement about definitions of routine maintenance, capital work, upgrades and replacements and who has responsibility for maintenance and for associated costs. Consideration needs to be given to response times for any items that are considered to form part of the tenant supports such as air conditioning, power supply and that may be critical for the tenants well-being.

In addition, there is a requirement for agreement of who is responsible for the repair to the dwelling for damage caused by the tenant and or support workers.

Agreement Termination

Arrangements for terminating the head lease, including what happens to the tenants, needs to be included and must ensure that the owner can offer the property to another support provider and the tenants can remain in their accommodation. Protection of the tenant's occupancy is of paramount importance.

Operating Costs

Agreement on who pays for what operating costs needs to be outlined (electricity, taxes, rates, insurance) keeping in mind that many utility payments would be higher than standard due to support requirements such as air conditioning, large baths leading to higher water consumption and so on.

Conclusion

SDA is real change for people with disability, and the opportunity for people to build their own property, or to work with developers, is exciting but intimidating. In the early days of SDA it is essential to keep abreast of developments in finance, building, state legislation and NDIA policy, to maximise the chance of a successful project.

Keep checking the website getbuildingsda.org.au for more resources, forums and discussion.

**GET
BUILDING
SDA**

An initiative to grow Specialist
Disability Accommodation

www.getbuildingsda.org.au