## Slide One

### The Separation of Specialist Disability Accommodation (SDA) and Supported In depended Living (SIL)

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This resource was developed with thanks to the Victorian Government and is tailored to the Victorian operating environment.

## Slide two

### Discussion points:

Participant choice and control

Why separate SDA and SIL

Legislative changes in Victoria

Comparing lease types

Activities SDA providers are responsible for

The role of the SDA provider – Collaboration agreement

The role of the SIL provider – Collaboration agreement

## Slide three

### Participant choice and control

NDIS participants have choice and control over the supports and services they receive

NDIS participants can choose which SIL provider they wish to engage

The participant may have more than one SIL provider

When a participant chooses to self-manage or plan-manage their NDIS funds, they may choose to receive support and services from NDIS registered providers or unregistered providers of NDIS supports

Depending on the support provided, the participant may choose to receive SIL from an unregistered SIL provider

“Each participant’s right to exercise choice and control over other NDIS support provision is not limited by their choice of specialist disability accommodation dwelling” [NDIS Practice Standards](https://www.ndiscommission.gov.au/document/986)

## Slide four

### The separation of SDA and SIL under the NDIS

SDA – the delivery of accommodation and associated tenancy support

* Obligations beyond those of a usual landlord
* Is a funded NDIS support and assumes the provider has a strong relationship with participants
* The owner of the SDA does not need to be the SDA provider
* Must have a complaints management and resolution system that meets the requirements of the NDIS (Complaints Management and Resolution) Rules 2018
* Must have an incident management system is maintained in accordance with the NDIS (Incident Management and Reportable Incidents) Rules 2018

SIL – the delivery of daily personalized support in a participant’s home (SDA or non-SDA)

By understanding what SDA is we can understand what SIL is not

## Slide five

### The separation of SDA and SIL continued…

Why separate SDA and SIL?

Choice

Accountability

Clarity

Specialization

One organization can deliver both SDA and SIL and will be required to demonstrate how this this separated, having clear and stringent conflict of interest policies and practices in place.

[Parliament of Australia website](https://www.aph.gov.au/Parliamentary_Business/Committees/Joint/National_Disability_Insurance_Scheme/Independentliving/Report) for Joint Standing Committees Enquiry into SIL document highlights the risks when a support provider is also the landlord.

## Slide six

### Legislative changes in Victoria

SDA was removed from the Disability Act 2006 and included in the Residential Tenancies Act under Part 12 A, all properties gazetted from the Disability Act on Jan 1 2020

In response to a number of issues with this process DHHS sought the re-gazettal of properties back under the Disability Act which occurred automatically for all previously gazetted properties – existing residential statements remain valid

The current operating environment:

1. SDA provider with dwelling gazetted under Disability Act and with residential statement
2. SDA provider with dwelling operating under the RTA with Part 2 standard agreement
3. SDA provider with dwelling operating under the RTA with Part 12 A SDA agreement

## Slide seven

This slide compares the two different lease types available for SDA participants under the Residential Tenancies Act, these being the SDA residency agreement and the residential tenancy agreement and highlights the differences/similarities in the below seven categories.

### SDA residency agreement

Tenants: Available to SDA participants only

Exclusive occupancy: Yes, room numbers must be listed on the agreement

Starting an agreement: Enter into (signed by resident) or establish (not signed by resident) individual agreements

Agreement type: SDA residency agreement in the standard form as prescribed by the [Regulations 2019 - Schedule 1](http://www5.austlii.edu.au/au/legis/vic/consol_reg/rtdar2019632/sch1.html) and also found on the [CAV website](https://www.consumer.vic.gov.au/housing/renting/types-of-rental-agreements/specialist-disability-accommodation/for-providers/resources-for-sda-providers)

Information statement: [SDA residency agreement information statement](https://www.consumer.vic.gov.au/housing/renting/types-of-rental-agreements/specialist-disability-accommodation/for-providers/resources-for-sda-providers) CAV website

Notify CAV when this type of lease is set up: yes

Bond: No

Rent: Six monthly increase

Damage: The resident does not pay for damage to the property caused by because of fair wear and tear, their disability or equipment they need to help them with their disability

Ending an agreement: The resident can end the agreement at any time.

Notice to vacate: You cannot ask a resident to leave the property without first finding them suitable temporary accommodation

Community Visitors: Community Visitors can visit at any time with or without notice

Relevant part of the RTA: Part 12A of the RTA

NDIS Commission: NDIS Practice Standards SDA module for SDA provider and Core module for SIL provider.

### Residential Tenancy agreement

Tenants: Available to SDA and non-SDA participants

Exclusive occupancy: No

Starting an agreement: Enter into single agreement with all tenants. All tenants must be able to independently understand and sign the agreement

Agreement type: Part 2 residential tenancy agreement in the standard form as prescribed by the RTA and also found on the [CAV website](https://www.consumer.vic.gov.au/housing/renting/types-of-rental-agreements/specialist-disability-accommodation/for-providers/resources-for-sda-providers)

Information statement: [Part 2 residency agreement information statement](https://www.consumer.vic.gov.au/housing/renting/types-of-rental-agreements/specialist-disability-accommodation/for-providers/resources-for-sda-providers) CAV website

Notify CAV: no

Bond: Yes

Rent: Annual increase

Damage: The resident/s will have to pay for any damage they cause, except for fair wear and tear

Ending an agreement: If it is a fixed-term agreement, the resident cannot end the agreement before the lease end date

Notice to vacate: You can serve a notice to vacate for the reasons outlined under Victorian rental laws

Community Visitor: Community Visitors can only visit where this has been requested

Relevant part of the RTA: Part 2 of the [RTA](http://www5.austlii.edu.au/au/legis/vic/consol_act/rta1997207/) & Division 2 of Part 12 A

NDIS Commission: NDIS Practice Standards SDA module for SDA provider and Core module for SIL provider.

## Slide eight

### Separation – three streams

1. SDA – accommodation

2. SIL – supports

3. Participant – everyday living expenses

- Food

- Utilities

- Internet

- Furniture

- Other ‘board’ – optional and must be at the choice of the participant

Board and lodgings does not exist under the NDIS and the RTA.

## Slide nine

This slide has a table which lists an activity and where the responsibility of that activity sits being either: the RTA, the NDIS Practice Standards or as a responsibility of the NDIS participant

Board payments: This is an out of pocket non-funded cost at the choice of the participant

Utilities: Under the RTA the SDA agreement must specify how utilities will be paid. This is however the responsibility of the NDIS participant. Method of payment is chosen by the participant. SIL may be funded to support undertaking this payment process

Annual dwelling attestation: NDIA regulated and the responsibility of the SDA provider to do this

Start an agreement: the SDA provider under the RTA

Create a new agreement when room change: the SDA provider under the RTA

Charge rent: The SDA provider under the RTA

Dwelling safety and evacuation procedures: The SDA provider under the NDIS Commission NDIS Practice Standards which state, SDA “The agreement includes 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 to each participant in the dwelling” p. 40

Manage vacancies: SDA provider under the NDIS Commission NDIS Practice Standards which states, “Policies and procedures are in place about how a provider will declare, advertise and fill vacancies in shared living, including how each participant’s views, preferences and needs are documented and taken into account. The policies are made available to participants in the language, mode of communication and terms which each participant is most likely to understand.” P. 41 (demonstrable indicator under tenancy management)

SIL & SDA: “In shared living, how vacancies will be filled including the participant’s right to have their needs, wishes, choices and situation taken into account” P. 14 & p. 41

Find alternate accommodation with notice to vacate: SDA provider responsibility when Part 12 A ([Effect of notice to vacate](http://www5.austlii.edu.au/au/legis/vic/consol_act/rta1997207/s498zy.html)) Not a requirement under Part 2. [CAV website](https://www.consumer.vic.gov.au/housing/renting/types-of-rental-agreements/specialist-disability-accommodation/for-providers/notices-to-end-an-sda-residency-providers) You (the SDA provider) must find the resident somewhere suitable to live until: the vacate date on the notice, or the resident finds other specialist disability accommodation.

The NDIS Practice Standards also states: SDA “g) Arrangements for continuity of supports (including specialist disability accommodation) in the event or a natural disaster or other emergency” p. 41

Make reasonable adjustments to accommodation: SDA provider under the RTA, [Duties of SDA provider](http://www5.austlii.edu.au/au/legis/vic/consol_act/rta1997207/s498m.html) Part 12A only (1) An SDA provider who provides an SDA enrolled dwelling must— (ca) install fixtures required by the SDA resident to assist their daily living or proper use and enjoyment of the SDA enrolled dwelling.

The NDIS Practice Standards also states SDA “Where a change in participant needs or circumstances occurs, reasonable adjustments are made to accommodate the changes.” p. 42

## Slide ten

### Collaboration agreement – SDA and SIL

A collaboration agreement is between the SDA provider and the SIL provider and:

* It establishes a collaborative working relationship
* Is not a tenancy agreement
* Should not contract out any responsibilities of the SDA provider or the SIL provider
* Should be developed with consideration of
  + Part 12 A of the RTA when an SDA residential agreement is in place
  + Part 2 of the RTA when a standard residential agreement is in place
  + The NDIS Practice Standards (tenancy SDA module and core SIL module)
* Should be individualized (NDIS Practice Standards)

## Slide eleven

### The role of the SDA provider – collaboration agreement

Documented arrangements are in place with each participant and each participant’s other NDIS providers that deliver supported independent living supports within a specialist disability accommodation dwelling

1. How the specialist disability accommodation provider will work with other providers who deliver supported independent living supports to ensure the shared living arrangement is working for all tenants
2. How potential conflicts involving the participant will be managed
3. 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
4. How each participant’s concerns about the SDA dwelling will be communicated to and addressed by the specialist disability accommodation provider
5. How behaviours of concern will be managed, if this a relevant issue for the participant
6. How changes to a participant’s circumstances or supports will be agreed and communicated
7. Arrangements for continuity of supports (including specialist disability accommodation) in the event or a natural disaster or other emergency
8. In shared living, how vacancies will be filled including the participant’s right to have their needs, wishes, choices and situation taken into account.

[NDIS Practice Standards](https://www.ndiscommission.gov.au/document/986) page 41

## Slide twelve

### The role of the SIL provider – collaboration agreement

Where the provider delivers supported independent living supports to participants in specialist disability accommodation dwellings, documented arrangements are in place with each participant and each specialist disability accommodation provider

1. How a participant’s concerns about the dwelling will be communicated and addressed
2. How potential conflicts involving participant(s) will be managed
3. How changes to participant circumstances and/or support needs will be agreed and communicated
4. In shared living, how vacancies will be filled, including each participant’s right to have their needs, preferences and situation taken into account
5. How behaviours of concern which may put tenancies at risk will be managed, if this is a relevant issue for the participant.

[NDIS Practice Standards](https://www.ndiscommission.gov.au/document/986) page 14

## Slide thirteen

Got a question? Ask now! Nds.org.au/helpdesk

For all of your questions on NDIS, SDA/SIL, NDIS Quality and Safeguards and any other disability related question.

This slide has an image of a computer with a happy face.

## Slide fourteen

NDS logo image

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