



Carers Victoria submission

**Rights in Specialist Disability Accommodation
Consultation Paper**

6 July 2017

AN AUSTRALIA THAT VALUES AND SUPPORTS ALL CARERS

ABOUT CARERS VICTORIA

Carers Victoria is the state-wide peak organisation representing people who provide care. We represent more than 773,400 family carers across Victoria – people caring for someone with a disability, mental illness, chronic health issue or an age-related condition.

People receiving care could be a parent, child, spouse/partner, grandparent, other relative or friend. Carers Victoria is a member of the National Network of Carers Associations, and the Victorian Carer Services Network. Carers Victoria is a non-profit association which relies on public and private sector support to fulfil its mission with and on behalf of carers.

Carers Victoria is a membership based organisation. Our members are primarily family carers, who play an important role in informing our work, contributing to advocacy and strategic aims, and distributing information more widely to other carers.

This policy paper was prepared by Carers Victoria's Policy Team.

© Carers Association Victoria 2017.

This work is copyright. Apart from any use as permitted under the *Copyright Act 1968*, all other rights are reserved. Requests and inquiries concerning reproduction and rights should be addressed to the Copyright Officer, Carers Victoria, PO Box 2204, Footscray, Victoria, 3011.

For information contact:

Annie Hayward

General Manager, Policy, Strategy and Public Affairs

Carers Victoria

Telephone: 03 9396 9500

Facsimile: 03 9396 9555

Email: annie.hayward@carersvictoria.org.au

Website: www.carersvictoria.org.au

Contents

1.	Executive summary	4
2.	Recommendations	6
3.	Introduction	8
4.	Agreements	9
4.1	What should new agreements with the SDA provider cover?	11
4.2	What happens if a resident cannot sign an agreement?	12
4.3	Should agreements cover house rules?	13
4.4	How long should the SDA service agreements be in place for?	14
5.	Housemates and house management.....	15
6.	Accessing the house and room	17
7.	Paying rent and money management.....	18
7.1	Should SDA residents have to pay a bond?.....	18
7.2	Who should manage disputes about rent?	18
8.	Modifying the house.....	19
9.	Repairing damages.....	20
10.	Notice to vacate and relocation	20
11.	'In kind' matters requiring consideration	21
12.	Conclusion	22
	Appendix 1: Letter from David Bowen to Senator Siewert	24

1. Executive summary

The transition of Victorian supported accommodation to the NDIS, via Specialist Disability Accommodation (SDA), represents a fundamental shift in the way in which people with disability, who have an extreme functional impairment, or high support needs, will have their accommodation needs met. Hopefully, as the market responds to the funding opportunities made possible through the NDIS, new housing will become available in long term and address the critical shortage of supported accommodation in Victoria.

In the short term, however, Victorians living in shared supported accommodation (in-kind) will remain there, with little to no choice and control regarding where they live and who provides their care, even when the NDIS rolls out in their region. Carers Victoria would like to see the Victorian government commit to ceasing in-kind arrangements on 30 June 2019, as recommended by the Productivity Commission and pledged by the CEO of the NDIA, David Bowen.

Further, for people, who wish to continue living in their 'in-kind' dwelling, following cessation of in-kind arrangements, they should be offered a lifetime SDA agreement. This will enable them to age in place and their families and carers who have advocated strongly for stable, appropriate accommodation for their relative, sometimes over decades, can be assured of their ongoing tenure.

Carers Victoria would like to see the Victorian government make a public commitment that no person is required to remain in an in-kind SDA dwelling, if they do not wish to do so, during the transition period and make every effort to liaise with the NDIA to ensure a suitable SDA home is made available.

During this period of transition, Carers Victoria would also like to see the Victorian government immediately provide accurate information to all people living in Community Residential Units, Shared Supported Accommodation, Residential Services, group homes or supported accommodation and their carers on their ongoing tenure during transition, the nature of 'in kind' arrangements and the likely changes following full transition. There is presently a dearth of information and people with disability and carers are understandably anxious about how changes will affect their individual circumstances.

It is well known through a number of inquiries that people living supported accommodation are highly vulnerable to abuse and neglect. However, it should not be presumed the NDIS is the sole panacea the Victorian government's zero tolerance approach to abuse of people with a disability must continue. This requires the retention and funding of those aspects of the Victorian system that work well, like Community Visitors and the continued role of the Victorian Government in SDA with the introduction of independent external mediators. Carers Victoria believes this role will provide overarching accountability and prevent blurring of responsibilities, ensuring numerous stakeholders, including SDA providers and multiple Supported Independent Living (SIL) providers are meeting their obligations, providing a safety net for people with disability.

To support the transition to SDA, Carers Victoria believes amendment to the Residential Tenancies Act is necessary and preferential, to ensure people with disability have the same tenancy rights as the general community.

The amendments should:

- be consistent with NDIS legislation, rules and terms of business
- link to other Victorian legislation for supported decision making where tenants are unable to provide informed consent regarding their lease / written service agreement and clarify the role of an NDIS nominee in such cases
- ensure safeguards exist: to prevent no cause evictions; to prevent evictions as result of breach of duty because of behaviours of concern arising from a person's disability; to enable the

Victorian Government to be a provider of last resort of both SDA and SIL when necessary; and protect the rights of tenants where the SDA provider also provides board

- enable fixed long term leases, including lifetime leases, to enable ageing in place
- clarify vacancy management to ensure the rights of households to decide upon new household members
- enshrine SDA right of entry for Community Visitors and the right of entry for SIL providers only on the recommendation of a Community Visitor, or statutorily appointed independent external mediator, if a tenant has not provided consent for their entry and their health and safety is at risk
- remove unnecessary delays for the return of bond
- reflect NDIA set rent pricing and provide recourse for rental disputes to VCAT
- prevent a landlord from unreasonably refusing consent to certain modifications, including disability modifications as per section 55 of the Equal Opportunity Act; and requiring a landlord to demonstrate that retaining a modification at the end of a tenancy would cause them hardship before they can request the tenant remove it
- include like rights and duties for SDA residents with regard to repairing damage with consideration of damage made as a result of a person's disability, and
- ensure minimum notices to vacate being no less than 90 days.

Lastly the Victorian government should investigate the need for an agreement with the NDIA, to establish referral processes, where the Victorian government recommends the inclusion of particular supports in a participant's NDIS plan. These include decision-making supports, behaviour management supports and suitability to particular SDA dwelling types including the recommendation for a person with disability to live alone with support when this is the best option.

2. Recommendations

Recommendation 1: Carers Victoria recommends the Victorian Government immediately provides suitable information to all people living in Community Residential Units, Shared Supported Accommodation, Residential Services, group homes or supported accommodation and their representatives on their ongoing tenure during transition, the nature of 'in kind' arrangements, and the likely changes following full transition.

Recommendation 2: Carers Victoria recommends the Residential Tenancies Act (RTA) is amended to include residents of Specialist Disability Accommodation (SDA).

Recommendation 3: Carers Victoria recommends amendments to the RTA complement the National NDIS legislation and Rules for SDA.

Recommendation 4: Carers Victoria recommends the amendments to the RTA ensure supported decision-making is required for informed consent on SDA service agreements through inclusion of currently available legislative mechanisms.

Recommendation 5: Carers Victoria recommends the Victorian Government should also investigate the role of an NDIS nominee in Commonwealth legislation for inclusion in amendments to the RTA for persons who can sign written service agreements.

Recommendation 6: Carers Victoria recommends the Victorian Government should investigate the establishment of a referral process between the Victorian Government and the NDIA to recommend supported decision-making supports in a participant's NDIS plan, if they do not already exist, to assist in informed consent for SDA agreements.

Recommendation 7: Carers Victoria recommends the Victorian Government ensure safeguards are incorporated into house rules to minimise the risk of eviction for residents with behaviours of concern.

Recommendation 8: Carers Victoria recommends the Victorian Government amend the RTA to ensure safeguards from eviction for breaches of duty by residents with behaviours of concern.

Recommendation 9: Carers Victoria recommends the Victorian Government liaise with the NDIA for people who are most suited to living alone to have sole SDA provided in the persons plan with individual Supported Individual Living (SIL).

Recommendation 10: Carers Victoria recommends the Victorian Government become an SDA provider of last resort after full transition of the NDIS (beyond existing in-kind arrangements during transition).

Recommendation 11: Carers Victoria recommends the SDA service agreements should be fixed term up to and including the lifetime of the resident.

Recommendation 12: Carers Victoria recommends the Victorian government retains an ongoing role in SDA, with the provision of independent external mediators to residents in SDA dwellings.

Recommendation 13: Carers Victoria recommends the Victorian government carefully considers the implications for choice and control by SDA residents where SDA providers also provide board for Victorian residents.

Recommendation 14: Carers Victoria recommends SDA providers stipulate in the service agreement the circumstances in which the provider or the provider's agent is entitled to access the premises, and the notice that must be provided before the provider or the provider's agent enters

the premises. This is consistent with the SDA rules. Further, Carers Victoria believes this should not exceed that which is allowed in the RTA for landlords in standard residential properties.

Recommendation 15: Carers Victoria recommends Community Visitors, registered with the Office of the Public Advocate should be able to access SDA properties and rooms.

Recommendation 16: Carers Victoria recommends that a SIL provider should only be able to access a property or resident's room, without the resident's permission, upon the request of a Community Visitor, or statutory appointed independent external mediator as per recommendation 12.

Recommendation 17: Carers Victoria recommends the removal of unnecessary delays faced by tenants in the return of their bond including automatic bond repayments when a claim is not disputed and evidenced-based claims by landlords via amendment to the RTA.

Recommendation 18: Carers Victoria recommends rent disputes should be covered by the RTA, with additional provisions reflecting the SDA rent pricing set by the NDIA.

Recommendation 19: Carers Victoria recommends the RTA is amended to: prevent a landlord from unreasonably refusing consent to certain modifications, including disability modifications as per section 55 of the Equal Opportunity Act; and requiring a landlord to demonstrate that retaining a modification at the end of a tenancy would cause them hardship before they can request the tenant remove it.

Recommendation 20: Carers Victoria recommends the RTA should be amended to include like rights and duties for SDA residents with regard to repairing damage. However, special consideration should be made with regard to damage made as a result of a person's disability, and the extent by which SDA payments compensate the landlord in these circumstances.

Recommendation 21: Carers Victoria recommends tight regulation of notices to vacate and relocate by amendment to the RTA, with minimum notices to vacate being no less than 90 days.

Recommendation 22: Carers Victoria recommends in-kind arrangements provided by the Victorian Government cease on 30 June 2019.

Recommendation 23: Carers Victoria recommends current residents should be offered a lifetime SDA agreement if they wish to stay in 'in kind' SDA after the full transition.

Recommendation 24: Carers Victoria recommends no person is required to remain in an in-kind SDA dwelling if they do not wish to do so. The Victorian Government should make every effort to liaise with the NDIA to ensure a suitable SDA place is made available and make a public commitment to do so.

3. Introduction

There is a complex array of authorising instruments for Specialist Disability Accommodation (SDA) under the National Disability Insurance Scheme (NDIS). To provide comment on one aspect 'accommodation / tenancy rights' and the authorising instruments required to be passed by the Victorian Parliament without reference to the broader Commonwealth legislative context is problematic. The way in which these work together will determine how SDA will operate in practice and illustrate potential gaps which may arise. While Carers Victoria understands the scope of this consultation to be specific to Victorian tenancy rights with regard to SDA it must be considered within the broader context of SDA under the NDIS.

Specifically, how the tenancy rights issues under consideration fit within and complement the:

- NDIS Act 2013
- NDIS Rules (particularly NDIS Specialist Disability Accommodation Rules 2016)
- NDIS Terms of Business
- NDIS Quality and Safeguarding Framework
- NDIS Code of Conduct
- NDIS Operational Guidelines
- NDIS SDA Pricing and Payments
- Bilateral Agreements between the Commonwealth and Victorian Government (specifically in-kind arrangements)
- Operational Plan between the National Disability Insurance Agency (NDIA) and the Victorian Government
- National Disability Insurance Scheme Amendment (Quality and Safeguards Commission and Other Measures) Bill 2017
- Disability Act Amendment Bill 2017 Vic (zero tolerance approach to abuse of people with a disability)
- The Expression of Interest process for disability services in Victoria which support independent living (SIL) and short term accommodation and assistance.
- Residential Tenancies Act 1997 Vic

Carers Victoria has invested significant resources into understanding the legal basis for decision-making for participants eligible for SDA. Our conclusion is SDA is the most complex aspect of support provided under the NDIS; and this support is provided to the most vulnerable NDIS participants. In total 28,000 or 6.8 per cent of NDIS participants will be eligible for SDA under the NDIS.¹

There has been a dearth of information provided to participants currently residing in SDA and the broader community. This is causing a great deal of anxiety for participants and carers alike. Carers Victoria regularly fields questions from carers about transition arrangements, especially around assurance that their relative will continue to reside in their home by means of an ongoing tenure.

Having a clear understanding of how all these changes will affect individuals and carers is a critical component of overseeing such complex and major change. Article 19 (a) of the United Nations Convention on the Rights of Peoples with Disabilities states: Persons with disabilities have the opportunity to choose their place of residence and where and with whom they live on an equal basis with others and are not obliged to live in a particular living arrangement.² While Carers

Victoria understands this is the aspiration of the full transition of the NDIS, it would seem a basic requirement that people are adequately informed about their housing tenure in the interim.

Recommendation 1: Carers Victoria recommends the Victorian Government immediately provides suitable information to all people living in Community Residential Units, Shared Supported Accommodation, Residential Services, group homes or supported accommodation and their representatives on their ongoing tenure during transition, the nature of 'in kind' arrangements, and the likely changes following full transition.

Secondly, Carers Victoria believes SDA should fall under the Residential Tenancies Act (RTA), in line with all other residential tenancies, to ensure people residing in SDA have at a minimum the same rights and protections as other Victorian tenants in the general community.

However, the RTA will require additional sections by amendment to ensure the particular vulnerabilities of SDA residents are safeguarded by Victorian law; these additional sections will be discussed throughout this submission.

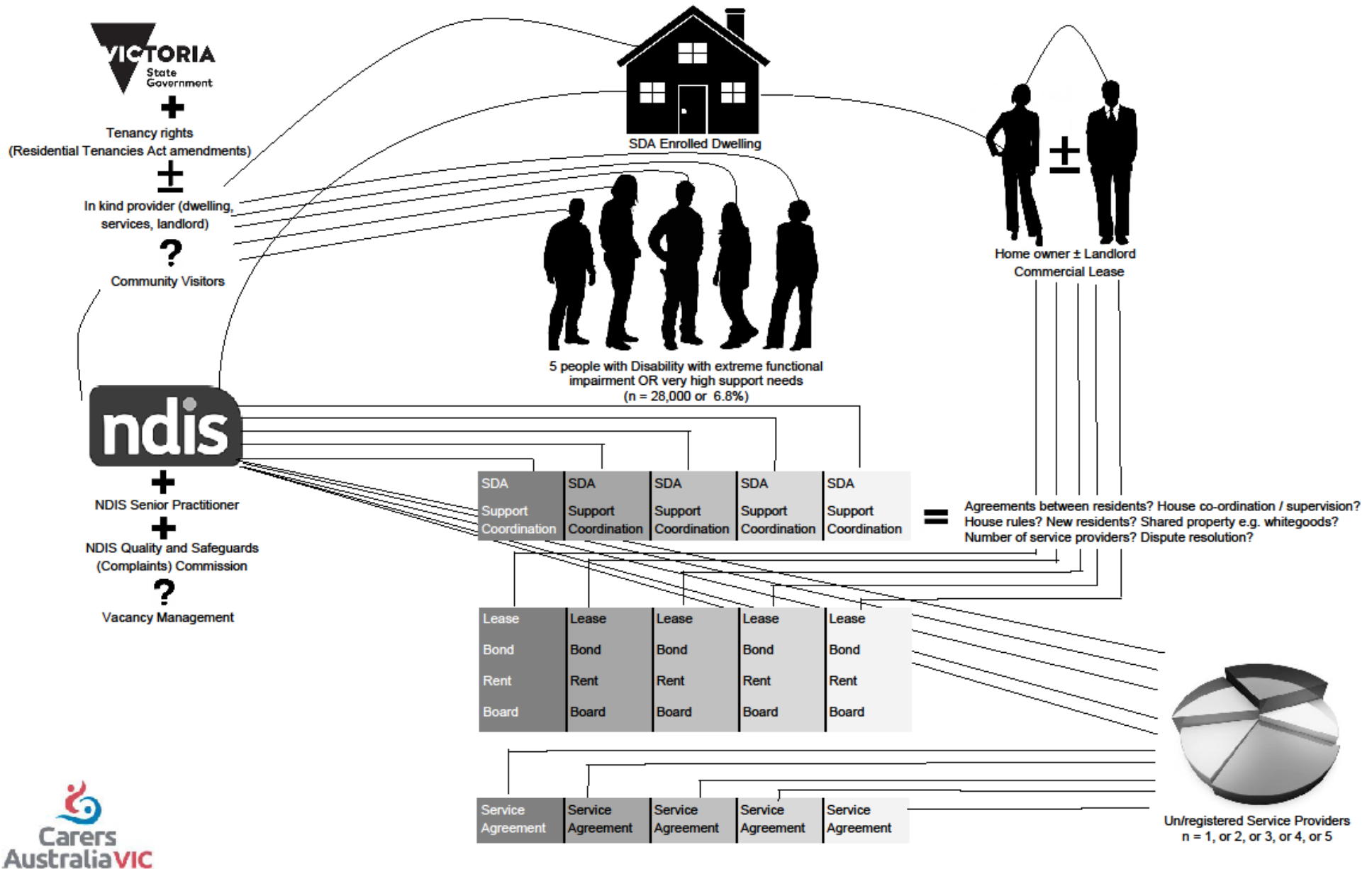
Recommendation 2: Carers Victoria recommends the RTA is amended to include residents of SDA.

4. Agreements

Carers Victoria has developed a 'spaghetti map' on the myriad of specialist disability accommodation agreements which may be required for five participants living in the same SDA, see Figure One. Carers Victoria has chosen the example of a group home, as this is the most common model which currently exists. However, Carers Victoria supports the reduction in reliance on the group home model, through SDA, in favour of housing options similar to the general community. Figure one outlines the entirety of agreements which may be required in a typical SDA arrangement for group homes, which are NDIA 'enrolled' houses for up to five residents (NDIS SDA rules 4.5-4.7). Effectively, agreements may be required between:

- Homeowner → landlord (commercial lease)
- Homeowner or landlord → NDIS (to enrol the SDA dwelling and become a registered SDA provider)
- Each individual resident → NDIS (SDA and support coordination in participant plan)
- Each individual resident → Registered SDA provider (accommodation service agreement, including rent, bond and board)
- Each individual resident → Service provider un/registered service agreement for Supported Independent Living (SIL)
- Registered service providers of SIL → NDIS (registration).

Figure One: Carers Victoria Spaghetti Map—Specialist Disability Accommodation Agreements



4.1 What should new agreements with the SDA provider cover?

The consultation questions covering agreements seem to focus on agreement types between each individual resident and registered SDA providers (accommodation service agreement, including rent, bond and board). If this is the case, these matters have already been considered by the NDIA and became law on 2 March 2017, as Greens Senator Rachel Siewert withdrew her motion to disallow them following a letter from NDIS CEO David Bowen (see Appendix 1).³

Specifically, Section 35 of the *NDIS Act 2013* provides the legislative basis for the inclusion of NDIS rules, including for the purposes of what is considered to be reasonable and necessary under the Act. This gives legal authority to the *NDIS Specialist Disability Accommodation Rules 2016*.

Once a provider is registered to provide SDA, they must have a written service agreement with a participant to provide SDA to the participant. In accordance with the terms in a proposed written service agreement, the participant has a copy of the agreement and has been consulted on it (unless the registered provider is a participant providing SDA to themselves) [SDA rule 7.12-7.13].

The service agreement must contain the matters set out in the NDIS general terms of business and the addendum to the terms of business for registered providers of specialist disability accommodation (even if they are not included in the service agreement).⁴ These include:

- the rent and the method and timing of making payment
- the value of the bond and the management arrangements
- if applicable, any board payments which have been agreed with the participant, what the board payments will cover and the method and timing of making the board payments
- the provider must issue a receipt if requested by the participant
- the minimum period of notice before rent or board increases
- the name, telephone and address of the SDA provider in the absence of an agent, otherwise the details and responsibilities of the agent
- specify the commencement date of the agreement, the duration of the agreement, and the manner in which the agreement can be extended
- specify the circumstances in which the agreement can be terminated by either the participant or the provider
- require the provider to give the participant a minimum of 90 days' notice before the participant is required to vacate the premises, unless shorter notice is required to address risks of harm to the participant or others
- require the provider to ensure the premises are reasonably clean before the commencement of the agreement
- require the provider to ensure the property is maintained in a good state of repair and is being appropriately maintained, having regard to the safety, security and privacy of residents
- explain the process for requesting repairs or maintenance to be undertaken
- explain the process for making a complaint about the SDA
- specify any house rules the participant is expected to comply with

- specify the circumstances in which the provider or the provider’s agent is entitled to access the premises, and the notice which must be provided before the provider or the provider’s agent enters the premises
- specify any reasonable responsibilities or obligations of the participant, and
- declare any affiliation with provider(s) of Supported Independent Living services to residents of the SDA.

Further, registered providers of SDA must notify the NDIA within 5 business days if:

- a) the participant gives notice to vacate;
- b) the provider gives notice to vacate;
- c) there is an impending vacancy for any other reason.⁵

It is logical, appropriate and relevant that any amendments to the RTA complement the National legislation and Rules summarised above.

Recommendation 3: Carers Victoria recommends amendments to the RTA complement the National NDIS legislation and Rules for SDA.

4.2 What happens if a resident cannot sign an agreement?

Given residents in SDA either have very high support needs and/or extreme functional impairment (as a part of the assessment criteria set out in SDA rules 3.5-3.8 & 3.9-3.10, operational guideline 4.3, s. 36 NDIS Act) the issue arises regarding an individual’s capacity to provide informed written consent to a service agreement. Some residents may be able to provide written consent, but in many cases residents will not.

Written service agreements are also required between all registered service providers of SIL and NDIS participants as set out in the NDIS Terms of Business, with the addendum providing additional rules for SDA providers. Anecdotally, Carers Victoria is aware of circumstances where service providers of SIL, unable to get written consent from the NDIS participant or family member, will go further afield to obtain a signature, including advocacy organisations and house supervisors. This is unsatisfactory and problematic. It is possible this could occur also with SDA providers.

The Victorian Government should include in amendments to the RTA a requirement for supported decision-making to occur in order to provide informed consent to written SDA service agreements. Considerations should be given to existing mechanisms in Victorian legislation: supportive attorney appointments, powers of attorney, and administration and guardianship orders.

Recommendation 4: Carers Victoria recommends the amendments to the RTA ensure supported decision-making is required for informed consent on SDA service agreements through inclusion of currently available legislative mechanisms.

Further, for individuals in these situations, an NDIS nominee can be appointed and would have sufficient legal authority to provide informed consent to service agreements. The Victorian Government should also investigate the role of an NDIS nominee in Commonwealth legislation.

Recommendation 5: Carers Victoria recommends the Victorian Government should also investigate the role of an NDIS nominee in Commonwealth legislation for inclusion in amendments to the RTA for persons who can sign written service agreements.

Lastly, according to the NDIS Quality and Safety Framework "...if a participant needs supported decision-making, this can be funded through their plan".⁶ Therefore, the Victorian Government should investigate the establishment of a referral process between the Victorian Government and the NDIA to recommend supported decision-making supports in a participant's NDIS plan, if they do not already exist, to assist in informed consent for SDA agreements.

Recommendation 6: Carers Victoria recommends the Victorian Government should investigate the establishment of a referral process between the Victorian Government and the NDIA to recommend supported decision-making supports in a participant's NDIS plan, if they do not already exist, to assist in informed consent for SDA agreements.

4.3 Should agreements cover house rules?

As set out in section 4.1, the written service agreement requires the specification of any house rules the participant is expected to comply with. Again, Victorian enabling legislation should mimic the national legislation, but go further to define the appropriateness of house rules, as they can affect a resident's tenure and give cause for eviction. For example, SDA payments are weighted to account for property damage that may occur due to the nature of the disability of the resident. As such, property damage should not be cause for eviction, where the damage is caused unintentionally as a result of a resident's disability.

House rules become challenging when considering the safety of residents or neighbours with regard to behaviours of concern, including self-injurious, injurious to others and resident to resident abuse, where a resident with support needs is in breach of the house rules or the Victorian *Residential Tenancies Act 1997* (RTA). This is where the separation of accommodation and support becomes difficult and careful consideration is required.

Section 67 of the RTA states, "...a landlord must take all reasonable steps to ensure that the tenant has quiet enjoyment of the rented premises during the tenancy agreement." Further, there are several sections of the RTA which outline the duties of tenants. When these duties are not met, or breached, a Breach of Duty notice may be served on the tenant. Failure to remedy the breach or the recurrence of the breach can eventually lead to a Notice to Vacate. Breaches pertaining to nuisance behaviour and dangerous behaviour are defined in section 60 of the RTA.

When the behaviour of a resident with high support needs conflicts with the house rules or the RTA, it raises a question regarding the SDA provider's responsibility to find an appropriate way of resolving the problem. This is especially difficult as the purpose of SDA is to stimulate housing growth, inviting investors from all areas, not disability-specific, to build and enrol SDA properties. It seems in this case the simplest way to solve the issue would be to evict the resident. As such, it would seem necessary for a safeguard in the house rules to reduce the likelihood of eviction for residents with behaviours of concern.

The SIL provider should be required to have a positive behaviour support practitioner working with the resident where behaviours of concern exist; however, the SIL provider is separate to the SDA provider. One safeguard which could be considered is the requirement for the house rules to include a clause requiring the SDA provider to refer the resident to the NDIS Senior Practitioner, where their behaviour is in conflict with the house rules or the RTA. This could be further codified by amending the RTA to include the same requirement.

The role of the proposed NDIS Senior Practitioner is "...to provide leadership, follow up with the relevant positive behaviour support practitioners and the registrar in response to incidents or concerns; make directions and recommendations; and has the power to proactively examine current practice in behaviour support and the use of restrictive practices".⁷ If positive behaviour support is not in the resident's NDIS plan, or the SIL provider does not have a positive behaviour support practitioner working with the resident, or the service is unsatisfactory, the inclusion of a referral from the SDA provider would ensure proper investigations occurred for the individual resident.

In those small number of cases, where all avenues have been explored and the resident is evicted and not conducive to living in a group environment, will the Victorian Government make a recommendation to the NDIS for the person to live independently and for this to be funded in the person's NDIS plan? What if suitable individualised accommodation does not exist? Will the Victorian Government become a provider of last resort? Under no circumstances should a resident with behaviours of concern become homeless.

Recommendation 7: Carers Victoria recommends the Victorian Government ensure safeguards are incorporated into house rules to minimise the risk of eviction for residents with behaviours of concern.

Recommendation 8: Carers Victoria recommends the Victorian Government amend the RTA to ensure safeguards from eviction for breaches of duty by residents with behaviours of concern.

Recommendation 9: Carers Victoria recommends the Victorian Government liaise with the NDIA for people who are most suited to living alone to have sole SDA provided in the persons plan with individual SIL.

Recommendation 10: Carers Victoria recommends the Victorian Government become an SDA provider of last resort after full transition of the NDIS (beyond existing in-kind arrangements during transition).

4.4 How long should the SDA service agreements be in place for?

As outlined in the Carers Victoria submission on the Review of the Victorian Residential Tenancies Act, security of tenure is extremely important to carers for the sustainability of care relationships and ongoing access to formal services. Therefore, Carers Victoria supported the option of removing the five-year limit on the scope of the RTA, as security of tenure is important to carers and this would offer consumer protections when entering into a long-term lease. Carers Victoria also supported the provision for optional prescribed fixed-term

agreements for general tenancies of five years or longer. This would offer tenants flexibility in terms of their long-term plans to remain at the residence and also increase their security of tenure.⁸

Security of tenure is critical for residents in SDA. Carers Victoria is aware of many carers who have navigated the Victorian supported accommodation system for decades and are highly anxious about the security of tenure for their relatives, having been through earlier government reforms. For example, John, a man in his 70s in a care relationship with his sister Wendy, who has just turned 70, has watched anxiously over the years as successive government reforms have seen Wendy moved from her original placements at Janefield Training Centre and Caloola Training Centre in Sunbury to Kew Cottages, through to her current placement where Wendy is happy and settled. For this reason Carers Victoria believes fixed term agreements should be available for the lifetime of the resident, to enable 'ageing in place'.

Recommendation 11: Carers Victoria recommends the SDA service agreements should be fixed term up to and including the lifetime of the resident.

5. Housemates and house management

The NDIA through the enrolment of SDA dwellings and the notification of vacancies by SDA providers and the allocation of SDA to participants, is effectively managing vacancies.

The SDA Rules 4.1_4.9 stipulate that once a participant is approved for SDA, the NDIA will determine the appropriate type of SDA with regard to design category, building type and location.

The best option for building type and location will take into account factors including:

- the participant's preference
- the most appropriate support model
- the participant's support needs
- ability of the participant to engage in the life of the household and community, household dynamics with regard to participants ability to share with others and build relationships, and
- increasing, reducing or mitigating the risks to the participant and others with regard to the participant's response to risk and the interaction of the participant with the environment.

Further, SDA Rule 7.27 states that the registered SDA provider must consider the views of all participants already residing in SDA, before housing another participant in the same dwelling.

Appropriate and skilled matching of residents can and does minimise or avoid altogether, many issues that can arise between residents in shared supported accommodation. Victorian Community Visitors "...continue to report that serious incidents of resident incompatibility which can lead to violence involving people with disability in residential settings are one of their overwhelming concerns".⁹

Further, in the exercise of choice and control, housemates should be able to meet with potential incoming residents, and to disapprove on sound grounds, in the interests of maintaining the positive functioning and stable household. This is preferable to the NDIA allocating a resident to the SDA based upon their own assessment and the SDA provider 'considering' their views.

This raises another question regarding the ongoing nature and role of the 'house supervisor'. Currently in Victorian shared supported accommodation, house supervisors assist with the management of the household. In an NDIS environment it would seem appropriate for a house supervisor provided by a SIL provider to assist residents with making consensus agreements; for example, 'would we like the potential incoming resident to live with us?'.

The NDIS response to house management appears to be the allocation of support co-ordination through each individual resident's NDIS plan. Each resident would then decide together which SIL provider they would like to use and this would include house management tasks. However, deciding who the provider is, by consensus, calls for the need for an independent external mediator. This role should not be a SIL service provider as residents may become locked into one provider of SIL, rather than having choice and control, albeit it by consensus.

Carers Victoria believes the Victorian Government has an ongoing role in SDA to ensure provision of independent external mediators to residents of SDA dwellings. This important role would be impartial from the free market in disability services, and provide a service to SDA residents including: filling vacancies, supported group decision-making about how the house operates, dispute resolution, reaching agreements, monitoring the safety and quality of SIL providers, ensuring the smooth running of the household, shared ownership of property e.g. whitegoods, reporting serious incidents and liaising with the NDIA where required. This would also alleviate the need for families and carers to have to take up the coordination work, in this service gap. Just managing the agreements alone is complex, and this task will also potentially fall to families and carers.

In this case, the Victorian government would maintain a small but important role in the provision of SDA to Victorian residents, ensuring all the various parties delivering SDA, (none with ultimate responsibility, as set out in Figure 1), are doing so in accordance with Victoria's *Disability Act Amendment Bill 2017* which will codify Victoria's zero tolerance approach to abuse of people with a disability when it becomes law. "The bill provides for investigations by the Disability Services Commissioner into complaints about the provision of certain services to persons with a disability, abuse and neglect in the provision of certain services to persons with a disability, and matters referred to the Commissioner".

Recommendation 12: Carers Victoria recommends the Victorian government retains an ongoing role in SDA, with the provision of independent external mediators to residents in SDA dwellings.

Lastly, Carers Victoria believes the landlord should have a role in managing the house, not dissimilar to landlord roles under the current RTA, with respect to maintenance, repairs, etc. The only time the landlord should have an increased role is when the SDA resident is paying board in addition to rent.

Under the SDA rules, board payments must not exceed 50 per cent of the Disability Support Pension plus the Centrelink Energy Supplement. Board charged at this maximum rate must include as a minimum:

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

The Rules also stipulate participants must not be obliged to obtain board from the SDA provider as a condition of residency for any goods or services the participant could

reasonably obtain via other means, or for any goods or services the participant does not have access to.¹⁰ Carers Victoria notes the Victorian Government will need to carefully consider the implications for choice and control by SDA residents where SDA providers also provide board for Victorian residents.

Recommendation 13: Carers Victoria recommends the Victorian government carefully considers the implications for choice and control by SDA residents where SDA providers also provide board for Victorian residents.

6. Accessing the house and room

As noted in section 4.1 the SDA rules stipulate that the service agreement must specify the circumstances in which the provider or the provider's agent is entitled to access the premises, and the notice that must be provided before the provider or the provider's agent enters the premises. Carers Victoria believes this should be expanded for the purposes of Community Visitors registered with the Office of the Public Advocate (OPA) being able to access SDA properties.

The Australian Government Department of Social Services (DSS) has noted the important safeguarding role Community Visitors play with regard to residential services. "Community Visitors can play an important role in promoting and protecting the rights and wellbeing of people with disability, identifying issues that people with disability may not otherwise raise, providing an early warning system to prevent abuse and neglect, and providing an escalation pathway for issues to be addressed. The value of the Community Visitor role arises from their ability to visit services (that are within the scope) without advance notice and enquire into conditions, often on the basis of concerns they have been alerted to by residents' families, friends or workers. Importantly, Visitors are able to identify problems that have not been reported by families, friends or workers".¹¹

In spite of this the DSS has stated "...existing state and territory Community Visitor schemes will continue during the transition to the NDIS and an impendent evaluation of the schemes will be undertaken during this period. The results of the evaluation will be used by the Disability Reform Council to inform decisions about the role of community visitors in the NDIS".¹²

The most recent annual report for Victoria's Community Visitors "...highlights the need for Community Visitors to be retained as a key NDIS safeguard as they are often the only people in the circle of support for people with disability who are unpaid as well as actively promoting social inclusion".¹³ Community Visitors made twenty notifications to the Public Advocate in disability residential services regarding resident on resident violence and staff on resident abuse last year.¹⁴

Community Visitors are apprehensive about their right of entry powers under state law with regards to the rollout of the NDIS¹⁵ and Carers Victoria believes the Victorian Government should address this immediately. Carers Victoria does not believe a review of the Victorian scheme is warranted. The scheme has been operating effectively in Victoria for 29 years and has played a vital role in safeguarding residents in supported accommodation.¹⁶ Therefore the NDIA registered SDA dwelling should be available to the OPA and the OPA should be gazetted for Community Visitors to access SDA dwellings.

Combining statutory powers of a Community Visitor with statutory powers given to an independent external mediator, as per recommendation 12, would ensure Victoria has a SDA system over and above compliance with the minimum standards of NDIS quality and safeguarding framework, moving towards zero tolerance approach to abuse and neglect, which is most certainly desired and a commitment of the Victorian Government.

Accordingly Carers Victoria believes that a SIL provider should be able to access a property or residents room at the request of a Community Visitor, or the independent external mediator.

Recommendation 14: Carers Victoria recommends SDA providers stipulate in the service agreement the circumstances in which the provider or the provider's agent is entitled to access the premises, and the notice that must be provided before the provider or the provider's agent enters the premises. This is consistent with the SDA rules. Further, Carers Victoria believes this should not exceed that which is allowed in the RTA for landlords in standard residential properties

Recommendation 15: Carers Victoria recommends Community Visitors, registered with the Office of the Public Advocate should be able to access SDA properties and rooms.

Recommendation 16: Carers Victoria recommends that a SIL provider should only be able to access a property or resident's room, without the resident's permission, upon the request of a Community Visitor, or statutory appointed independent external mediator as per recommendation 12.

7. Paying rent and money management

7.1 Should SDA residents have to pay a bond?

As set out in section 4.1, the written service agreement requires the specification of the value of the bond and the management arrangements. It does not go further to specify reasonable amounts for bond, nor does it specify the means for dispute resolution.

Carers Victoria believes bond and redress through the Victorian Civil and Administrative Tribunal (VCAT) should be covered by the RTA in the same way for other residential tenancies, and reiterates its recommendations made in the Carers Victoria submission on the Review of the Victorian Residential Tenancies Act.¹⁷

Recommendation 17: Carers Victoria recommends the removal of unnecessary delays faced by tenants in the return of their bond including automatic bond repayments when a claim is not disputed and evidenced-based claims by landlords via amendment to the RTA.

7.2 Who should manage disputes about rent?

As set out in section 4.1 the written service agreement requires the stipulation of the amount of rent and the method and timing of making payment.

Further, the NDIA has stipulated the participant will be required to pay 25 per cent of the basic rate of the Disability Support Pension (DSP) plus any Commonwealth Rent Assistance (CRA). If the participant doesn't receive DSP or CRA, they will be required to pay the equivalent amount.¹⁸

The participant may also be required to pay additional discretionary rent contributions where:

- they are accessing a higher cost SDA type or location than determined and specified in the participant’s plan (market rental value higher than considered reasonable and necessary within their plan, then the participant could potentially choose to cover to cover the difference and provide the top-up funds necessary)¹⁹; or
- In exceptional circumstances where they are accessing a SDA where its market rental value is higher than the price set out in the SDA price guide plus Reasonable Rent Contribution (RRC). In this case the registered SDA provider must notify the NDIA if they propose to charge rent in excess of SDA price plus RRC (25% of DSP + CRA) and provide a valuation certificate stating the rent is fair and reasonable (SDA Rule 7.31).

The NDIA has specified in the SDA price guide that benchmark pricing will apply until 30 June 2021. Rent increases should only occur when the DSP rates are changed.²⁰

When a participant is allocated a SDA position, the tenancy relationship will be between the participant and SDA provider. As such, Carers Victoria believes that disputes should be covered by the RTA and managed in the same way as other residential tenancies, with amendment to reflect the set pricing listed above. The NDIA also has the ability to revoke the registration of an SDA provider (SDA Rule 7.33).

Recommendation 18: Carers Victoria recommends rent disputes should be covered by the RTA, with additional provisions reflecting the SDA rent pricing set by the NDIA.

8. Modifying the house

In allocating an SDA place for a participant, the NDIA will determine the appropriate type of SDA with regard to design category (SDA rules 4.2_4.4). See SDA design category in the table below.

Category One – Basic	
Only funded in limited circumstances i.e. as an alternative interim option; or where the participant already lives in the SDA dwelling before the participant was assessed as eligible for SDA and wants to stay there; or the participant moved into the SDA as a result of an earlier determination under the NDIS Act and Rules and wants to stay there. If a basic design category is determined for the participant, then the appropriate SDA type and location considered as an outcome will still need to be recorded in the participant’s plan. However, the plan would need to be reviewed before a participant moves from their current basic SDA to an appropriate SDA type and in the appropriate location determined for the participant [SDA rule 4.3, 4.4 &4.11].	
Category Two – Improved liveability	Innovation Dwellings of categories two – five may also fall into the innovation category if they have additional innovative features or designs.
Category Three – Fully accessible	
Category Four – Robust	
Category Five – High physical support	

In time, as the SDA stock increases, participants would likely be allocated to the SDA design category that meets their needs, thus minimising the requirement for modifications. However, in the interim, many participants will live in basic design categories which may require modifications.

Carers Victoria cannot see how the role of the NDIS registrar will include requirement for SDA providers to make reasonable and necessary modifications for SDA residents, as there is no requirement for them to do so based in law.

As outlined in the Carers Victoria submission on the Review of the Victorian Residential Tenancies Act, Carers Victoria supported the option preventing a landlord from unreasonably refusing consent to certain modifications, including disability modifications as per section 55 of the Equal Opportunity Act. Carers Victoria also supported requiring a landlord to demonstrate that retaining a modification at the end of a tenancy would cause them hardship before they can request the tenant remove it. As such, the RTA should be amended to reflect these changes and include SDA dwellings. VCAT would therefore be able to rule on the landlord's responsibility to make modifications.

The NDIA has the ability to provide interim SDA placements (SDA Rule 4.2), which could be utilised if modifications necessitate the resident moving.

Recommendation 19: Carers Victoria recommends the RTA is amended to: prevent a landlord from unreasonably refusing consent to certain modifications, including disability modifications as per section 55 of the Equal Opportunity Act; and requiring a landlord to demonstrate that retaining a modification at the end of a tenancy would cause them hardship before they can request the tenant remove it.

9. Repairing damages

As outlined in the consultation paper for mainstream housing properties, landlords are responsible for all repairs but there are some circumstances where residents are held liable for damage. Mainstream residents have recourse to VCAT if they wish to claim compensation or seek action on damages. The RTA should also include the same for SDA residents and adopt the same sections regarding urgent and non-urgent repairs.

However, Carers Victoria urges the Victorian government to also consider damage which may be caused to property as a result of a person's disability, as this behaviour is often not intended to be malicious or destructive. The Victorian Government should also investigate the extent by which SDA payments are weighted to account for property damage that may occur due the nature of the disability of the resident.

Recommendation 20: Carers Victoria recommends the RTA should be amended to include like rights and duties for SDA residents with regard to repairing damage. However, special consideration should be made with regard to damage made as a result of a person's disability, and the extent by which SDA payments compensate the landlord in these circumstances.

10. Notice to vacate and relocation

As alluded to in the consultation paper, notices to vacate and temporary relocation notices in SDA are tightly regulated to avoid disrupting residents' lives. Some types of notices to vacate require more notice than others, but the minimum amount of notice is 28 days under the Disability Act 2006. This should be extended to 90 days, via amendment to the RTA to be consistent with SDA Terms of Business service agreements: "...require the provider to give the participant a minimum of 90 days' notice before the participant is required to vacate the

premises, unless shorter notice is required to address risks of harm to the participant or others”.

Recommendation 21: Carers Victoria recommends tight regulation of notices to vacate and relocate by amendment to the RTA, with minimum notices to vacate being no less than 90 days.

Carers Victoria would also like to reiterate Recommendations 7 through 10 made in section 4.3 to include safeguards for people with behaviours of concern and becoming a provider of last resort to ensure no person with disability becomes homeless.

Lastly, Carers Victoria believes ‘no cause’ evictions currently available in the RTA should not apply to SDA residents.

11. ‘In kind’ matters requiring consideration

The NDIA will consider whether ‘determined’ SDA is, or will very soon be, available to be provided as an in-kind support. If so, the participant’s plan is to record: the appropriate SDA type and location determined for the participant and that it will be provided as in-kind support [SDA rule 4.2(b) and PM rule 6.8.6.13].

In-kind support is a support provided by the Victorian and Australian governments or a service contracted to provide support on behalf of either government, or a person engaged or funded by either government AND the support is made available to the NDIA on an in-kind basis as a part of their contribution to the NDIS.

In the bilateral agreement for the ‘launch’ period between Victoria and the Commonwealth, disability supported accommodation, facility-based respite and residential intuitions were considered in-kind support and valued at \$89.06 million for 2013_16.²¹

In the bilateral agreement for the ‘transition to full scheme’ it was agreed the funding arrangements for the launch period would remain consistent for the transition years 2016_19. Furthermore, Victoria agreed to “retain full policy and administrative responsibility for in-kind services”.²²

The legislative authority for in-kind support is the *National Disability Insurance Scheme (Plan Management Rules) 2013*, in particular rules 6.8.6.13. Up until 30 June 2019, there are two exceptions for when SDA does not have to be provided as in-kind support, if it is determined for the participant and available:

1. If the in-kind support provider has notified the NDIA in writing that they cannot be the specified in-kind support provider for a participant, class of participants, support or class of supports; and
2. If the NDIA considers the provision of support by the in-kind provider would involve a serious threat to the participant’s life, health or safety.

What this means is, all the issues covered in this submission will not apply to the people currently living in DHHS supported accommodation. Further, if there is a place available in DHHS supported accommodation, the NDIA will allocate such a place to a participant with SDA in their plan.

This means business as usual for people residing in DHHS accommodation, or those allocated, and their tenancy rights will continue to be applied via the Disability Act 2006 Vic, up until June 30 2019. As is well known, there are issues with DHHS supported

accommodation in Victoria, see the 2010 Inquiry into Supported Accommodation for Victorians with a Disability and/or Mental Illness. These issues are not confined to Victoria, as a growing number of disability groups and prominent academics call for an Australian Royal Commission into violence against people with disability in group homes.²³

In response to the motion for disallowance put forward by Senator Siewert and noted in Section 4.1 of this submission, NDIA CEO David Bowen made a number of assurances regarding in-kind provision of SDA, see Appendix 1.

In his letter to Senator Siewert, NDIS CEO David Bowen addresses some of the issues Carers Victoria has with 'in-kind support', but most importantly specifies that in-kind support will cease on 30 June 2019. This was also a recommendation of the Productivity Commission in their position paper on NDIS costs, "In-kind funding arrangements should be phased out by the end of transition and should not form part of the intergovernmental agreements for full scheme funding. Should in-kind funding persist beyond transition, jurisdictions should face a financial penalty for doing so".²⁴

However, in transitioning Victorian accommodation stock to the NDIS and outsourcing the process for disability services in Victoria to support independent living (SIL), current residents should be offered a lifetime SDA agreement if they wish to stay.

Further, if an individual does not wish to remain in their current in-kind property, then they should not be required to do so. The Victorian government should make a commitment to this, in line with David Bowen's letter.

Recommendation 22: Carers Victoria recommends in-kind arrangements provided by the Victorian Government cease on 30 June 2019.

Recommendation 23: Carers Victoria recommends current residents should be offered a lifetime SDA agreement if they wish to stay in 'in kind' SDA after the full transition.

Recommendation 24: Carers Victoria recommends no person is required to remain in an in-kind SDA dwelling if they do not wish to do so. The Victorian Government should make every effort to liaise with the NDIA to ensure a suitable SDA place is made available and make a public commitment to do so.

12. Conclusion

There is a risk during this period of major reform and transition to SDA under the NDIS that the rights and needs of people with disability who live in Victorian supported accommodation and their carers will not be prioritised, awaiting solutions provided by NDIS.

Article 19 (a) of the United Nations Convention on the Rights of Peoples with Disabilities applies now. That is, people with disability have the opportunity to choose their place of residence and where and with whom they live on an equal basis with others and are not obliged to live in a particular living arrangement. With this in mind, the Victorian Government should do all it can to inform, people with disability and their carers of their individual

circumstances amidst the reforms, understand their needs and work with the NDIA to implement their housing choices.

The Victorian Government should amend the Residential Tenancies Act, to complement the NDIS and safeguard the rights of SDA tenants. We don't want an NDIS that inherits the problems, or loses existing safeguards, associated with the Victorian system.

There is also the risk of the Victorian Government stepping aside post-transition, leaving SDA to the multiple and various stakeholders involved in the separation of accommodation and support to do their jobs effectively. However, as is known from past experience, people and organisations do not always do what they should. Carers Victoria believes the Victorian Government must exceed the minimum safeguards built into the NDIS to oversee the inherently complex array of arrangements to ensure people living in SDA are able to live in safe and secure homes, with a zero tolerance for abuse and neglect.

Carers' aspire for their relatives to be content and safe in a home of their own when their family can no longer provide care. Older parent carers are especially concerned about continuity of support after their death. These aspirations are still far from realised. We trust the Victorian Government will do everything it can to work towards such a basic need.

Appendix 1: Letter from David Bowen to Senator Siewert



GPO Box 700
Canberra ACT 2601
1800 800 110
ndis.gov.au

Senator Rachel Siewert
Senator for Western Australia
Parliament House
CANBERRA ACT 2600

Dear Senator

I am writing in response to your concerns regarding the *National Disability Insurance Scheme (Specialist Disability Accommodation) Rules 2016* (SDA Rules) and relevant Operational Guidelines. I appreciate the opportunity to resolve this matter.

In response to your specific concerns relating to the SDA Rules, I can confirm the following:

- a) **Participant choice and preference:**
No participant of the National Disability Insurance Scheme (NDIS) is required to live in an in-kind Specialist Disability Accommodation (SDA) property if they do not wish to. The National Disability Insurance Agency (NDIA) will consider an individual's preference when deciding whether in-kind is appropriate for inclusion in their plan. Participants can raise concerns about residing in an SDA property; including features of the SDA such as its design, condition, location, or proximity to essential amenity for the participant; the way the SDA is operated; who is residing there; or who is residing close by. In these situations, the NDIA will always examine whether this can be mitigated through funding another SDA type, or by specifying or not specifying a provider in the participant's plan.
- b) **Registration of in-kind housing stock:**
The NDIA will not allow any housing that is 'newly built' to be listed as an in-kind SDA support.
- c) **Timing of in-kind notification:**
The decision to include appropriate SDA in a plan (including its type and location) is part of the plan decision and is not separate to the plan decision. Once the plan decision is made, the NDIA will liaise with the state/territory government SDA contact to identify any suitable in-kind SDA vacancies. If an appropriate in-kind option cannot be identified within 10 business days, the participant will be entitled to source other SDA options.
- d) **Participants already living in SDA:**
The NDIA will ask participants already residing in in-kind SDA dwellings whether they wish to explore alternative accommodation options. If so, an Exploring Housing Options Package (EHOP) will be added to the participant's plan to enable them to consider the most appropriate accommodation arrangements for them. If the information and evidence at the time of the plan decision indicates that a different SDA is reasonable and necessary rather than the current SDA, a different SDA will be included in the plan.

- e) **Determining 'appropriate' SDA:**
Appropriate SDA type is determined by considering the needs and preferences of the participant, risks, connections to community and family, and the type of supports the participant requires in the SDA, and the costs and likely benefits of alternatives.
- f) **Recording appropriate SDA:**
The NDIA will record the appropriate type and location of SDA for all participants. For those participants in in-kind SDA, the type and location of appropriate housing will be recorded for those in 'basic' in-kind housing. There are currently limitations in the available data that is only likely to be resolved as dwellings are enrolled with the NDIA and participants have their plans made. As it becomes available, the NDIA will also make publicly available the number of SDA dwellings that are in-kind, by NDIS region, housing type as well as the 'appropriate' housing type for the residents of these dwellings. This will assist the market to determine new stock required to eventually replace 'basic' housing stock.
- g) **Future of in-kind:**
It is the Commonwealth and NDIA's position that in-kind contributions for NDIS supports should not continue beyond full scheme NDIS, including for SDA. Further, the *NDIS (Plan Management) Rules 2013* have a sunset clause for including in-kind supports in a participant's plan so the prioritisation of the use of in-kind ceases after 30 June 2019.

I would be grateful for your consideration of the points above.

Yours sincerely

David Bowen
Chief Executive Officer
National Disability Insurance Agency

16 June 2017

-
- ¹ Joint Standing Committee on the National Disability Insurance Scheme, (2016), Accommodation for people with disabilities and the NDIS, P 7.
- ² United Nations, (2006), Convention on the Rights of Persons with Disabilities and Optional Protocol, p 13.
- ³ NDS, (2017), SDA assurances ease concerns, SIL quoting requires further work, website article, accessed on 26/6/2017.
- ⁴ NDIA, (2016), Terms of Business for Registered Providers, see <https://www.ndis.gov.au/html/sites/default/files/documents/Provider/TOB.pdf> accessed on 4/5/2017.
- ⁵ NDIA, (2016), Terms of Business for Registered Providers, see <https://www.ndis.gov.au/html/sites/default/files/documents/Provider/TOB.pdf> accessed on 24/5/2017.
- ⁶ NDIA, (2016), NDIS Quality and Safeguarding Framework, p 31.
- ⁷ NDIA, (2016), NDIS Quality and Safeguarding Framework, p 71.
- ⁸ Carers Victoria, (2017), Fairer safer housing: options discussion paper, heading for home, Residential Tenancies Act Review, Submission, p 5 & 8.
- ⁹ Office of the Public Advocate, (2016), Community Visitors Annual Report 2015-2016, p 8.
- ¹⁰ NDIA, (2016), Terms of Business for Registered Providers, see <https://www.ndis.gov.au/html/sites/default/files/documents/Provider/TOB.pdf> accessed on 24/5/2017.
- ¹¹ DSS, (2016), NDIS Quality and Safeguarding Framework, p 53.
- ¹² DSS, (2016), NDIS Quality and Safeguarding Framework, p 71.
- ¹³ Office of the Public Advocate, (2016), Community Visitors Annual Report 2015-2016, p 4.
- ¹⁴ Office of the Public Advocate, (2016), Community Visitors Annual Report 2015-2016, p 8.
- ¹⁵ Office of the Public Advocate, (2016), Community Visitors Annual Report 2015-2016, p 5.
- ¹⁶ Office of the Public Advocate, (2016), Community Visitors Annual Report 2015-2016, p 6.
- ¹⁷ Carers Victoria, (2017), Fairer safer housing: options discussion paper, heading for home, Residential Tenancies Act Review, Submission, p 7.
- ¹⁸ NDIA, (2016), Terms of Business for Registered Providers, see <https://www.ndis.gov.au/html/sites/default/files/documents/Provider/TOB.pdf> accessed on 24/5/2017.
- ¹⁹ NDIS, (2016), Specialist Disability Accommodation: Position Paper on Draft Pricing and Payments, p 19.
- ²⁰ NDIS, (2016), Specialist Disability Accommodation: Position Paper on Draft Pricing and Payments, p 8 & 37.
- ²¹ NDIA, Intergovernmental agreements, Appendix E, Victoria balance of cash and in-kind contributions, Schedule B, p 5 available from <https://www.ndis.gov.au/about-us/governance/intergovernmental-agreements.html#victoria> accessed on 21/04/2017.
- ²² NDIA, Heads of agreement between the Commonwealth and Victorian Governments on the National Disability Insurance Scheme – agreed 4 May 2013. Available from <https://www.ndis.gov.au/document/heads-agreement-between-commonwe-0.html> accessed on 1/5/2017.
- ²³ Branley, A. (17/5/2017), Group home 'hell': Open letter calls for royal commission into treatment of people with disabilities, ABC news, <http://www.abc.net.au/news/2017-05-17/psychotropic-medications-in-group-homes-open-letter/8513664> accessed on 29/6/2017.
- ²⁴ Productivity Commission, (2017), NDIS Costs Position Paper, p 348.