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## CLERGY - CARE AND MAINTENANCE OF DIOCESAN AND PARISH HOUSES

Approved by Diocesan Council  
Review due

23 November 2016  
23 November 2019

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### INTRODUCTION

The purposes of this policy are to:

- provide a list of expectations of the care and maintenance of Rectories and Diocesan houses for clergy when moving into the residence and upon vacating the premises, and
- underscore the mutual responsibility of occupant and parish/organisation.

### POLICY

An incoming occupant should receive the property in good condition. It is the responsibility of the Parish Council or relevant Diocesan authority to maintain the property in good tenable repair.

In return the occupant is required to maintain the property in a good condition (fair wear and tear excepted) and report any damage or items that need maintenance to the Asset Manager. The report is to be made immediately when the damage happens or the need for maintenance arises

It is a requirement that Rectories be inspected annually by the Wardens and a report be submitted with the Inspection of Properties Report at the time of the Annual Meeting of the Parish. Should the Wardens become aware of obvious abuse of the property then they should in the first instance contact the Diocesan Property Manager who may need to follow up the matter with the occupant and try to resolve the matter in a pastoral manner.

In all cases where a new occupancy commences, a written Agreement is prepared by the Asset Manager and signed by all parties to the agreement.

- A Parish House Occupancy Agreement (**Appendix 1**) is used where the premises are beneficially owned by the Parish.
- A Diocesan House Occupancy Agreement (**Appendix 2**) is used where the premises is owned by the Diocese or are leased by the Diocese for providing clergy accommodation.

To facilitate the above process, the following steps should be taken:

- Prior to the occupant vacating the house, the occupant, Wardens, and Asset Manager should inspect the house. This inspection will be used as the basis for the Archdeacon's report for an ensuing Nomination Board.
  - At such a meeting discussion could take place as to what items need to be attended to by the Parish Council after fair wear and tear, and what items may need attention by the occupant before vacating the premises based on the Asset Manager's recommendation. In matters of dispute the Diocesan Property Services Manager and Archdeacon should be included in the discussion.
- The Diocesan Property Manager should meet with the incoming occupant and Wardens. A copy of the archdeacon's report on the state and condition of the Rectory could be given to the

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occupant and Wardens. If necessary, discussion and negotiation could take place at this point about any particular requirements, alterations or maintenance that may still be needed.

- In the inter-regnum the Diocesan Property Manager should monitor progress on any maintenance that is required and prepare an inspection report in readiness for the meeting proposed above.
- A list to guide the inspection process will be provided by, and is available from, the Asset Manager at any time. The following list is a guide to the type of items that will appear on such a list:
  - Stove and hot plates to be cleaned including griller and drip-trays.
  - Bathroom cupboards, shower recesses, toilets, baths and sinks should be cleaned and mildew and soap residue removed.
  - All cupboards and shelves should be cleaned.
  - Light fittings cleaned and, if broken, replaced
  - Furniture and upholstery to be in a clean condition (if applicable)
  - Exhaust fans to be cleaned thoroughly
  - Air vents to be dusted
  - Venetian/blinds to be dusted/cleaned and drapes/curtains to be washed or dry cleaned according to fabric.
  - Fly screens (if damaged by occupier) should be repaired and in place.
  - Hanging vertical blinds should be checked to see if complete and in working order
  - Windows, inside and outside and window sills, to be cleaned thoroughly
  - Cobwebs to be removed inside and outside
  - Marks to be removed from walls; kitchen walls may need washing. All blue tac and adhesive tape, posters etc. be removed from walls
  - All rubbish removed from inside and outside the premises
  - All floors and skirting's (where applicable) to be washed
  - Reticulation (where applicable) to be in working order
  - Lawns to be mowed and garden and flower beds to be weeded.
  - Gutters to be cleaned
  - Driveways, carports and all concrete areas to be free from oil and grease stains



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**APPENDIX 1**

**PARISH HOUSE OCCUPANCY AGREEMENT**

This agreement is made between The Perth Diocesan Trustees

and

The Parish of ..... ('Parish')

and

..... ('Occupant')

This Agreement provides residential accommodation as part of the clergy stipend package and is dependent on the Occupant continuing their position with the Diocese and the Parish.

Should the Occupant's employment be terminated or the Occupant chooses to leave the Parish, then this Agreement will cease to be valid and the Occupant must vacate the premises at the conclusion of employment, or such extended period as is agreed.

The Term of this Agreement is fixed starting on .... / .... / ..... and ending on the expiry of the license as ..... (NB: This may be extended or renewed)

The Residential Premise are (Address) .....

.....and

include / exclude .....

The Occupant has the right to exclusive occupation and quiet enjoyment of the residential premises during the tenancy. The residential premises include the additional items but do not include the exclusions noted above. The Occupant may not assign their interest under this agreement or sublet the premises.

**1 PROPERTY CONDITION REPORT**

The Diocese (Diocesan Property Manager / Asset Manager) will provide to the Parish and the Occupant a Property Condition Report ('Report') prepared in accordance with Diocesan Policy 10.5 that describes the condition of the premises at the commencement of the occupancy.

The Parish and the Occupant agree to return to the Asset Manager a signed copy of the Report within 14 days of receipt. The Report when signed by the parties and returned to the Asset Manager shall be conclusive evidence of the accuracy of the description of the premises and its contents. Should the Parish and the Occupant not return the Report to the Asset Manager within 14 days of receipt, then the Report will be accepted as accurate.



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### 2 FINANCIAL ARRANGEMENTS

This agreement does not include the payment of rent or a security bond.

The **Parish** will be financially responsible for:

- a Water rates and usage
- b Electricity account
- c Gas account
- d Telephone line rental and business call costs
- e Council rubbish collection
- f Internet connection and usage
- g Any repairs or maintenance deemed critical to the property's occupation, as deemed by the Asset Manager.

The **Occupant** will be financially responsible for;

- a Contents insurance
- b Damages and unauthorised alterations (not including fair wear and tear)

### 3 UTILITIES ACCOUNTS

The Parish will maintain and manage the utility accounts (water, electricity, gas, telecommunications and internet connection).

### 4 SECURITY / INSURANCES

The Parish and the Occupant must:

- a Take all reasonable precautions against the outbreak of fire in the premises.
- b Ensure that nothing is done that might prejudice any insurance which the Diocese has in relation to the residence.
- c Be aware that the Diocese does not provide contents insurance for the Occupant's personal possessions and should this insurance be required, it will be the responsibility of the Occupant to implement this.
- d The Parish shall provide and maintain such means as are necessary to ensure that the premises are reasonably secure, and neither the PDT, the Parish or the Occupant shall alter, remove or add any such lock or security device without the consent of the other parties, which shall be given at or immediately before the time of alteration removal or addition of any such lock or device.

### 5 ACCESS

The Parish and the Occupant must allow a representative of the Diocese or a Parish Warden or the Asset Manager to enter the premises in the following circumstances;

- a In any case in an emergency.
- b For the purposes of inspecting the premises or any other purpose on a day and at a reasonable hour specified in a notice given to the Occupant not less than seven days in advance.
- c For the purpose of carrying out necessary repairs to or maintenance of the premises, at any reasonable time, after giving to the Occupant not less than seventy-two hours' notice.
- d For the purpose of showing the premises to prospective Occupants, at any reasonable time and on a reasonable number of occasions within the last 21 days of the occupancy.



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- e If the Occupant agrees at, or immediately before, the time of entry.
- f The Occupant is entitled to be on the premises during the entry.

### **6 GROUNDS / GARDENS**

The Occupant must:

- a Keep the grounds and gardens tidy and free from weeds and rubbish.
- b Keep up and preserve in good condition any lawn and gardens to the residence. No trees are to be removed without the consent of the Parish Wardens.
- c Keep the guttering and storm water down pipes free from debris and foul matter.

### **7 RESIDENTIAL PREMISES**

The Occupant must:

- a Keep the residential premises in a reasonable state of cleanliness,
- b Notify the Parish Warden as soon as practicable but within three days of any damage or loss to the premises and of any state of disrepair which arises during the term of the tenancy. Such damage and loss deemed to limit the suitability of the premises in its current use should be reported to the Asset Manager.
- c Ensure that carpets, curtains and/or blinds are kept clean and in good condition,
- d Make no alterations or additions to the residence without written consent of the Asset Manager,
- e Carry out no decorating that involves marking, defacing or painting any part of the premises, without the consent of the Parish Wardens,
- f Keep no pets at the premises, this includes within the garden area, without written consent of the Parish Wardens.

**Should there be unauthorised alterations or damage to the property that does not constitute fair wear and tear, then the cost of rectifying these areas will be recovered from the Occupant.**

### **8 ILLEGAL USE**

The Parish and the Occupant must not use the premises or cause or permit the premises to be used for any illegal purposes or cause or permit a nuisance. The premises shall be used solely for the purpose of a residence and the Occupant shall not cause or permit the premises to be used for any other purpose without the written permission of the Parish Council. If an Occupant is found to be in breach of this clause, then this Occupancy Agreement may cease to be valid.

### **9 CONCLUSION OF OCCUPANCY**

One month prior to the conclusion of the agreed occupancy period, the Parish and the Occupant will communicate to the Asset Manager their intention to vacate the premises on expiry of licence or as otherwise agreed.

At the conclusion of the occupancy the Occupant will return the property to the Parish in the condition that it was received at the commencement of the occupancy (excluding fair wear and tear and any permissions granted for work to be carried out) as per the Property Condition Report (Refer Property Handbook for further information).



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At the conclusion of the occupancy, a Final Condition Report will be compiled by the Parish and the Asset Manager, which will be used in conjunction with the original Property Condition Report and any subsequent condition reports that have been produced during the course of the tenancy to ascertain what alterations or damage has occurred to the property during the occupancy. Should any repair or maintenance issues arise in the comparison of these reports, the Asset Manager will advise the Parish of a need to rectify.

**10 TERMINATION OF OCCUPANCY AGREEMENT**

Subject to the Illegal Use clause (above), and subject to the Occupant’s ongoing ministry with the Parish, the notice period required to terminate this Occupancy Agreement is 30 days prior to the end date of this agreement. Such notice is to be provided in writing to the Parish and the consequently the Asset Manager.

**Additional Conditions**

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Signed

Dated:

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The Perth Diocesan Trustees

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Parish (Warden)

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.....  
Parish (Warden)

.....

.....  
Occupant

.....



**APPENDIX 2**

**DIOCESAN HOUSE OCCUPANCY AGREEMENT**

This agreement is made between The Perth Diocesan Trustees

and

..... ('Parish/Organisation')

and

..... ('Occupant')

This Agreement provides residential accommodation as part of the clergy stipend package and is dependent on the Occupant continuing their position with the Diocese and the Parish/Organisation.

Should the Occupant's employment be terminated or the Occupant chooses to leave the Parish/Organisation, then this Agreement will cease to be valid and the Occupant must vacate the premises at the conclusion of employment, or such extended period as is agreed.

The Term of this Agreement is fixed starting on ...../...../..... and ending on the expiry of the license as .....(NB: This may be extended or renewed)

The Residential Premise are (Address) .....

..... and

include / exclude .....

The Occupant has the right to exclusive occupation and quiet enjoyment of the residential premises during the tenancy. The residential premises include the additional items but do not include the exclusions noted above. The Occupant may not assign their interest under this agreement or sublet the premises.

**1 PROPERTY CONDITION REPORT**

The Diocese (Diocesan Property Manager / Asset Manager) will provide to the Parish and the Occupant a Property Condition Report ('Report') prepared in accordance with Diocesan Policy 10.5 that describes the condition of the premises at the commencement of the occupancy.

The Parish and the Occupant agree to return to the Asset Manager a signed copy of the Report within 14 days of receipt. The Report when signed by the parties and returned to the Asset Managers shall be conclusive evidence of the accuracy of the description of the premises and its contents. Should the Parish and the Occupant not return the Report to the Asset Manager within 14 days of receipt, then the Report will be accepted as accurate.



## **2 FINANCIAL ARRANGEMENTS**

This agreement does not include the payment of rent or a security bond.

The **Parish/Organisation** will be financially responsible for;

- a Water rates and usage
- b Electricity account
- c Gas account
- d Telephone line rental and business call costs
- e Council rubbish collection
- f Internet connection and usage
- g Any repairs or maintenance deemed critical to the property's occupation, as deemed by the Asset Manager.

The **Occupant** will be financially responsible for;

- a Contents insurance
- b Damages and unauthorised alterations (not including fair wear and tear)

## **3 UTILITIES ACCOUNTS**

The Diocesan Property Department will maintain and manage the utility accounts (water, electricity, gas, phone).

## **4 SECURITY / INSURANCES**

The Parish and the Occupant must:

- a Take all reasonable precautions against the outbreak of fire in the premises.
- b Ensure that nothing is done that might prejudice any insurance which the Diocese has in relation to the residence.
- c Be aware that the Diocese does not provide contents insurance for the Occupant's personal possessions and should this insurance be required; it will be the responsibility of the Occupant to implement this.
- d The Parish shall provide and maintain such means as are necessary to ensure that the premises are reasonably secure, and neither the PDT, the Parish or the Occupant shall alter, remove or add any such lock or security device without the consent of the other parties, which shall be given at or immediately before the time of alteration removal or addition of any such lock or device.

## **5 ACCESS**

The Parish and the Occupant must allow a representative of the Diocese or a Parish Warden or the Asset Manager to enter the premises in the following circumstances;

- a In any case in an emergency.
- b For the purposes of inspecting the premises or any other purpose on a day and at a reasonable hour specified in a notice given to the Occupant not less than seven days in advance.
- c For the purpose of carrying out necessary repairs to or maintenance of the premises, at any reasonable time, after giving to the Occupant not less than seventy-two hours' notice.
- d For the purpose of showing the premises to prospective Occupants, at any reasonable time and on a reasonable number of occasions within the last 21 days of the occupancy.
- e If the Occupant agrees at, or immediately before, the time of entry.
- f The Occupant is entitled to be on the premises during the entry.





## **6 GROUNDS / GARDENS**

The Occupant must:

- a Keep the grounds and gardens tidy and free from weeds and rubbish.
- b Keep up and preserve in good condition any lawn and gardens to the residence. No trees are to be removed without the consent of the Property Department.
- c Keep the guttering and storm water down pipes free from debris and foul matter.

## **7 RESIDENTIAL PREMISES**

The Occupant must:

- a Keep the residential premises in a reasonable state of cleanliness,
- b Notify the Asset Manager as soon as practicable but within three days of any damage or loss to the premises and of any state of disrepair which arises during the term of the tenancy,
- c Ensure that carpets, curtains and/or blinds are kept clean and in good condition,
- d Make no alterations or additions to the residence without written consent of the Diocese,
- e Carry out no decorating that involves marking, defacing or painting any part of the premises, without the consent of the Asset Manager,
- f Keep no pets at the premises, this includes within the garden area, without written consent of the Asset Manager.
- g As outlined in the Property Handbook

**Should there be unauthorised alterations or damage to the property that does not constitute fair wear and tear, then the cost of rectifying these areas will be recovered from the Occupant.**

## **8 ILLEGAL USE**

The Parish/Organisation and the Occupant must not use the premises or cause or permit the premises to be used for any illegal purposes or cause or permit a nuisance. The premises shall be used solely for the purpose of a residence and the Occupant shall not cause or permit the premises to be used for any other purpose without the written permission of the Asset Manager. If an Occupant is found to be in breach of this clause, then this Occupancy Agreement may cease to be valid.

## **9 CONCLUSION OF OCCUPANCY**

One month prior to the conclusion of the agreed occupancy period, the Parish/Organisation and the Occupant will communicate to the Asset Manager their intention to vacate the premises on expiry of licence or as otherwise agreed.

At the conclusion of the occupancy the Occupant will return the property to the Asset Manager in the condition that it was received at the commencement of the occupancy (excluding fair wear and tear and any permissions granted for work to be carried out) as per the Property Condition Report (Refer Property Handbook for further information).

At the conclusion of the occupancy, a Final Condition Report will be compiled by the Asset Manager, which will be used in conjunction with the original Property Condition Report and any subsequent condition reports that have been produced during the course of the tenancy to ascertain what alterations or damage has occurred to the property during the occupancy. Should any repair or maintenance issues arise in the comparison of these reports, the Asset Manager will advise the Parish of a need to rectify.

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**10 TERMINATION OF OCCUPANCY AGREEMENT**

Subject to the Illegal Use clause (above), and subject to the Occupant’s ongoing ministry with the Parish/Organisation, the notice period required to terminate this Occupancy Agreement is 30 days prior to the end date of this agreement. Such notice is to be provided in writing to the Asset Manager.

**ADDITIONAL CONDITIONS**

In the case of the property being leased by The Perth Diocesan Trustees, then conditions of that external lease will prevail if not consistent with this agreement (see attached agreement).

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Signed

Dated:

.....  
The Perth Diocesan Trustees

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Parish/Organisation (Warden/Officer)

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Parish/Organisation (Warden/Officer)

.....

.....  
Occupant

.....