
Transitional Housing Independent Dispute Resolution Service – Scope

Purpose of Service

1. The purpose of the Transitional Housing Independent Dispute Resolution (IDR) Service is to provide a specialised resolution mechanism to address issues between Households and Providers where a Provider's internal complaints handling or dispute resolution process has not delivered a solution acceptable to both parties.

Complaints that can be considered

2. The IDR Service has the power to consider, mediate and/or decide complaints about a breach of a Housing Agreement. This power extends to determining whether a term of a Housing Agreement is valid (or not) when compared to Schedule 1 of the Provider's Services Agreement, as provided by HUD.

Preconditions to considering Complaints

3. To consider or continue considering a complaint, the IDR Service must be satisfied:
 - a. the complainant(s) is or was a party to a Housing Agreement;
 - b. the alleged action or inaction that forms the basis for the complaint occurred during the term of the Housing Agreement and not before 1 December 2023;
 - c. the complaint is about an alleged breach or an alleged invalid term of the Housing Agreement;
 - d. the Provider's dispute resolution process has been followed and the issue has remained unresolved, with no more than 15 Business Days passing between the conclusion of the Provider's complaint resolution process and the lodging of the complaint with the IDR Service (except at the IDR Service's discretion on evidence of an exceptional and genuine reason for the delay, such as serious illness, mindful of the usefulness of the outcomes available as part of the IDR Service as time passes); and
 - e. the complainant has not made the same complaint previously about the same matter (unless a new instance of the issue has occurred).

Complaints that cannot be considered

4. The IDR Service cannot consider a complaint that relates to a security deposit or a Housing Contribution.
5. The IDR Service can also decline to consider, or stop considering, a complaint if it is satisfied that:
 - a. the complaint has no reasonable prospect of success; or
 - b. the complaint is frivolous or vexatious, or the complainant is not pursuing it in a reasonable way.
6. The IDR Service cannot consider test cases. An instance of the issue needs to have arisen between the Household and the Provider.

Outcomes that can be provided for via mediation

7. The IDR Service will document any mediated resolution of the complaint.
8. Financial redress cannot be part of a mediated resolution.

Outcomes that can be provided for via adjudication

9. The IDR Service can:
 - a. determine whether a breach of a Housing Agreement has occurred;
 - b. determine whether a term of a Housing Agreement is valid (or not) when compared to the Provider's Services Agreement. This includes a Programme or site-specific rule that relates to the use of the accommodation;

- c. order a Provider to apply a Programme or site-specific rule in a particular manner, or set the rule aside if it has been determined to be invalid;
 - d. order a party determined to be in breach of a Housing Agreement:
 - i. to do anything necessary to remedy the breach within a defined (but reasonable) time period;
 - ii. to do anything required by the relevant provision of the Housing Agreement;
 - iii. to stop doing anything which is resulting in a breach of the Housing Agreement;
 - e. order a Provider to reinstate the Household's occupancy if the same accommodation remains vacant and available for use;
 - f. order a Provider to use its best endeavours to urgently find suitable alternative Transitional Housing (or similar) accommodation for the Household in the event that an exit is determined to be a breach of the Housing Agreement;
 - g. order a Household to leave accommodation within a defined (but reasonable) time period if an exit is determined to be valid.
10. The IDR Service cannot:
- a. provide for financial redress, notwithstanding that costs, loss or expenses may have been incurred by the complainant or the other party;
 - b. reinstate an occupancy unless the relevant accommodation remains vacant and available for use.

Decision-making criteria

11. During a mediation the Service must follow best practice mediation processes.
12. In making any decision, including whether to consider, or continue considering a complaint, the Service:
- a. must be fair in all the circumstances;
 - b. must follow the rules of natural justice which includes ensuring both sides are given:
 - i. the opportunity to provide information, express their views, and to have that information and those views considered, before a decision is made;
 - ii. adequate notice of important steps and decisions; and
 - iii. the reasons for the decision in writing and within a reasonable time; and
 - c. must make a decision that is consistent with the law.
13. The Service is not bound by any legal rules of evidence when conducting a mediation or making a decision; and must be unbiased in respect of all matters before it.

Information Gathering and Sharing

14. The Service can consider any information provided and make inquiries of the relevant Household and Provider.
15. All information provided or gathered in relation to a dispute will be held confidentially, with the exception of Provider specific information that falls within paragraph 16 below.

Records

16. The Service must keep comprehensive records and statistics of complaints including:
- a. the number of complaints;
 - b. the complaints the Service did not consider, and why;
 - c. a brief description of each complaint, the Provider and address involved and its outcome;
 - d. the current caseload, including how long unresolved cases have been open;

- e. the time taken to resolve complaints; and
 - f. a profile of complaints that identifies the cause of the complaints and any Provider issues or trends.
17. The Service will share the information in paragraph 16 with HUD on a monthly basis.