Employee Housing Policy

Section 1 - Preamble

(1) Charles Darwin University ('the University'), ('CDU') is committed to recruiting, retaining and supporting a high performing and diverse workforce.

(2) A key element of this commitment is the ability to, where appropriate, offer options for on campus accommodation, residential lease agreements and options for salary sacrifice.

Section 2 - Purpose

(3) The purpose of this policy is to articulate the circumstances, expectations and responsibilities surrounding employees who enter into a residential agreement with the University.

Section 3 - Scope

(4) This policy and procedure apply to all employees occupying University housing. This includes any other occupant residing in the residence including:

a. A member of an employee's immediate family.
b. Kinship relations.
c. Any other member of the household.

Section 4 - Policy

(5) An eligible employee may be offered on campus accommodation in accordance with the terms and conditions of their employment.

(6) Rental Salary Sacrifice and Senior Employee Lease Agreements are only available to those engaged on a Senior Employee Contract.

(7) Each employee must sign the relevant agreement under the terms in which they occupy the residence:

a. Occupancy Agreement.
b. Senior Employee Lease Agreement; or
c. any other written agreement as deemed necessary.

(8) The employee must abide by any individual terms, conditions and/or local requirements as articulated in the relevant occupancy agreement.

Visitors and unauthorised persons

(9) Employees are prohibited from subletting any part of the residence.

(10) Employees occupying on-campus accommodation who wish to accommodate extended family or friends who are not listed on the primary occupancy agreement must seek approval in writing from the relevant member of the Senior Executive Team (SET), via their Associate Vice-Chancellor (if applicable). These requests will be assessed on a case-by-case basis and will generally be required when the employee is intending for their visitor to be accommodated at the property for a period of five (5) days or more.

(11) The employee is responsible for the conduct of their visitors during this approved period and all approved visitors must comply with the terms of the relevant occupancy agreement and applicable University governance documents.

(12) Any unauthorised persons found on or in accommodation will be evicted in accordance with Parts 2.9 and 2.10 of the Trespass Act 2023 (NT) or equivalent legislation for other Australian jurisdictions employees may be accommodated in.

Employee Leave

(13) When an employee occupying on campus University housing is on paid leave (annual, personal, parental leave etc), depending on availability of accommodation and individual circumstances, the employee may be required to vacate the premises.

(14) Leave without pay does not count as service, therefore when an employee accesses this leave, they may forfeit their entitlement to on campus University housing. This will be assessed on a case-by-case basis and will generally be applicable for longer periods of leave.

(15) Any requests for exemption will be considered by the Director People and Culture on a case-by-case basis.

Vacating the property

(16) Where an occupancy agreement or employment with the University is ceasing the employee is required to settle any outstanding monies including rental payments or utilities bills up to and including the final day of occupancy.

(17) If it is found there is damage or loss to the residence, the employee is required to cover the amount owing.

Senior Employee Contract specifications

(18) Senior Employee Lease Agreements allow for the employee to salary sacrifice their rental payments, with the University paying the Realtor directly. This is seen as an attractive employment benefit, and a provision that may be offered on a case-by-case basis during the recruitment process of a senior employee.

(19) If engaged on a Senior Employee Contract, all terms and conditions in accordance with the Senior Employee Lease Agreement must be adhered to.

(20) In the event that the Senior Employee Contract is terminated, the following will apply:

a. The Director People and Culture will make written submission to the relevant Realtor to advise that the University will be breaking the lease on the residential property.
b. If the employee wishes to continue the lease, they must advise the Realtor of their intention to do so.
c. The University will continue to cover rental payments, as per the lease agreement, for a period of two (2) weeks only whilst cessation details are finalised, noting that this amount will be deducted from any final monies owed.
d. Any break lease costs must be paid by the employee. These costings may include a letting fee and marketing/advertising costs as per the Residential Tenancy Agreement. The employee will also be responsible for payment of rent (following the initial two (2) weeks covered in clause 17) c. of this policy) until the property

is re-let or the lease expires, whichever is sooner.

Termination of occupancy

(21) If the employee's tenure is ending by way of resignation, they are to provide a minimum of four (4) weeks' notice to the University.

(22) If the employee is being terminated in accordance with the provisions of the Charles Darwin University and Union Enterprise Agreement 2025 (the Agreement), the University reserves the right to apply Clause 91 – Employment-related tenancy of the Residential Tenancies Act 1999 (NT), including:

a. allowing for, from the date the employee was formally notified of the decision to terminate employment, requirement to vacate the property:
    i. 91 (2) (a) if the employment of the tenant was terminated for breach of an employment agreement – 2 days after the notice is given.

(23) Other relevant state-based legislation may be applied depending on the location of the occupancy.

Section 5 - Non-Compliance

(24) Non-compliance with Governance Documents is considered a breach of the Code of Conduct - Employees or the Code of Conduct - Students, as applicable, and is treated seriously by the University. Reports of concerns about non-compliance will be managed in accordance with the applicable disciplinary procedures outlined in the Charles Darwin University and Union Enterprise Agreement 2025 and the Code of Conduct - Students.

(25) Complaints may be raised in accordance with the Complaints Procedure - Staff and Complaints Policy - Students.

(26) All staff members have an individual responsibility to raise any suspicion, allegation or report of fraud or corruption in accordance with the Fraud and Corruption Control Policy and Whistleblower Reporting (Improper Conduct) Procedure.

Status and Details

Status	Current
Effective Date	25th July 2024
Review Date	25th July 2025
Approval Authority	Vice-Chancellor
Approval Date	25th July 2024
Expiry Date	Not Applicable
Responsible Executive	Peta Preo Director People and Culture
Implementation Officer	Peta Preo Director People and Culture
Enquiries Contact	Peta Preo Director People and Culture People and Culture