

**SCHEDULE 2**

**PERFORMANCE OUTCOMES CERTIFICATION CERTIFICATE**

**1. ANNUAL PERFORMANCE REPORTING**

1.1 The Association must provide SAHT each year throughout the Term with a certification in relation to the following performance outcomes (more specifically defined in the attached certificate (Appendix 1 to this Schedule 2):

1.1.1 Fair Dealings and Tenancy Management

1.1.2 Project Property Use and Maintenance

1.1.3 Financial and Business Operations

(collectively referred to as "**Performance Outcomes**")

by way of a *Performance Outcomes Certification* in the form set out as Appendix 1 to this Schedule 2 ("**Certification**").

1.2 If the Association is unable to provide the Certification as required in the certificate it must disclose, in the certificate, full details of the Performance Outcomes that are not being fully achieved and the measures taken or being taken to ensure the Performance Outcomes can be achieved.

**APPENDIX 1 TO SCHEDULE 2**

**ANNUAL PERFORMANCE OUTCOMES CERTIFICATION CERTIFICATE**

**for the**

..... **Association**

**pursuant to**

**the NOT FOR PROFIT HOUSING MASTER DEED**

**and**

**the AFFORADABLE HOUSING PROGRAM FACILITATION AGREEMENT**

**for the financial year ended 30 June 20.....**

Unless otherwise indicated in Part 2 of this Certification, the Association hereby certifies to SAHT that it has met the Performance Outcomes as set out in Part 1 of this Certification:

**PART 1 - PERFORMANCE OUTCOMES**

**A. Fair Dealings and Tenancy Management**

The Association,

- (a) except as otherwise provided for in the definition of 'Eligible Tenant' has maintained a non-discriminatory approach to eligible persons seeking rental of accommodation within the Project Property and that people seeking such accommodation through the Association have been treated fairly.
- (b) has accessed the eligibility of each applicant applying for housing against government criteria (see Housing SA Eligibility Policy and Procedure); and in the case of Affordable Housing Program properties has also assessed each applicant against the criteria of 'Housing Stress' defined in clause 1.1 of the Affordable Housing Program Facilitation Agreement.
- (c) is charging Affordable Rents in accordance with the Rent Framework for Not For Profit Housing Providers Policy (Stimulus and New Product Housing) and in the case of Affordable Housing Program properties is charging rent in accordance with Schedule 2 of the Affordable Housing Program Facilitation Agreement.

**B. Project Property Use and Maintenance**

The Association,

- (a) maintains appropriate arrangements to ensure that both NBESP properties and Affordable Housing Program properties are used for the purposes for which they have been provided and that the public equity invested in these properties is being utilised efficiently. and



**PART 3 - ACKNOWLEDGEMENT**

The Association acknowledges that if any of the information provided, or representation made, by or on behalf of the Association in this certificate, or any part of this certificate is proved to be false, misleading, deceptive, incomplete or inaccurate in any material respect when it was made due to a deliberate, reckless or negligent act or omission of the Association, or its agents, employees or contractors then this may form the basis for SAHT to trigger the repayment of the Contribution Repayment Amount pursuant to clause 23 of this Deed in addition to any other remedy which may be available to SAHT or the Minister.

Signed for an on behalf of the Association by a person duly authorised by the Association to give the certification.

Dated this                    day of                    20.....

.....

[Signature]

.....,

[Print Name]

.....

Position