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Electronic Verification of Rent (EVoR) procedural guide for businesses

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1. About the Electronic Verification of Rent (EVoR) procedural guide

This EVoR procedural guide is for businesses and organisations that we approve to use EVoR. It provides guidance on the service delivery and program compliance arrangements applicable for EVoR including:

- applying for EVoR
- access to EVoR
- customer consent
- privacy of customer information
- audits and reviews.

We've outlined your obligations and Services Australia's (we, us, our) expectations when using EVoR in:

- the EVoR policy and terms
- the business application
- your approval letter
- this procedural guide.

2. About EVoR

EVoR is a free and secure online data exchange service. Approved businesses can use it to verify and update customer rent amounts each time there's a change in rent. This helps businesses complete rent reviews and helps their customers get the right amount of Commonwealth Rent Assistance.

2.1 Using EVoR

Your business can use EVoR if you meet the following criteria. You:

- are a legal entity or a legal entity represents them
- are a not-for-profit Community or Indigenous Housing organisation providing affordable rental accommodation to customers, or are a business that provides supported accommodation to customers
- have an Australian Business Number (ABN) or an Australian Company Number (ACN)
- have processes and procedures in place to make sure you comply with your obligations under relevant secrecy provisions and the Privacy Act 1988, and protect customer information from misuse, interference and loss, unauthorised access, modification or disclosure
- comply with any of our directions for the collection, recording, use, or disclosure of customer information
- comply with all applicable Australian requirements for registration, industry regulation, licensing or accreditation in relation to any of your activities
- agree to comply with the EVoR policy and terms.

2.2 Applying for EVoR

If you'd like to use EVoR, you must complete and submit an EVoR business application.

The EVoR policy and terms outlines the criteria we use to determine your approval to use EVoR.

2.3 Complete the business application

A legal entity must complete the business application to be eligible to use EVoR. A legal entity is any of the following that has legal standing in the eyes of the law:

- a partnership
- a trustee of a trust
- a company
- an individual sole trader
- a local, state or territory, or Australian Commonwealth government organisation
- an incorporated association.

A legal entity has the legal capacity to:

- enter into agreements or contracts
- assume obligations
- incur and pay debts
- sue and be sued in its own right
- be held responsible for its actions.

You need to complete all questions on the application.

We can't provide legal advice on your application and suggest you seek independent legal advice, if you consider it necessary.

If your ABN changes, you may need to submit a new business application.

2.4 Sign the business application

An authorised officer must sign the business application form. Access managers and contact officers can't sign the business application on behalf of the business.

2.5 Authorised officers, access managers and contact officers

It is your responsibility to keep the details of authorised officers, access managers and contact officers for your business up to date. You must make any changes necessary to these roles in Business Hub within 5 business days. Find more information about [Managing personnel](#) on the Services Australia website.

2.5.1 Authorised officers

Authorised officers must have the legal authority to act on behalf of your business and enter into an agreement with us.

Functions of an authorised officer include:

- signing the [EVoR business application form \(SA436\)](#)
- authorising all updates and changes for the business
- requesting voluntary withdrawals
- advising of administration, insolvency or bankruptcy
- requests to transfer customer consent
- self-managing access to EVoR in Business Hub including appointing other authorised officers, access managers and contact officers, and granting, updating and removing user access
- getting all notices from us regarding your EVoR agreement.

2.5.2 Access Managers

Access Managers can manage the system access for personnel using Business Hub services on behalf of your business, **except for the authorised officer role**, including:

- appointing other access managers
- granting, updating and removing user access

They can't legally bind a business.

2.5.3 Contact officers

You can nominate a person as a contact officer for specific matters like system issues or reconciling accounts.

Functions of a contact officer include:

- with authority from the authorised officer, participating in a post approval discussion or compliance review with us
- updating the address, phone number or email address for your business
- updating registration, licencing or accreditation for your business.

They can't legally bind your business.

2.6 Help completing the business application

For help understanding your EVoR obligations or completing the business application, contact the Business Assurance and Compliance Support team by [email: bac.support@servicesaustralia.gov.au](mailto:bac.support@servicesaustralia.gov.au)

2.7 Submitting the business application

Once you complete it, send your application to us by [email: ba.processing@servicesaustralia.gov.au](mailto:ba.processing@servicesaustralia.gov.au)

2.8 Outcomes of an application

In response to an application to use EVoR, we may:

- approve your business to use EVoR on the standard EVoR terms
- approve your business to use EVoR on the standard EVoR terms with additional conditions imposed in the approval letter
- approve your business to use EVoR if you agree to any variations to the standard EVoR terms. The approval letter will set out the varied terms applicable to your business
- not approve your business to use EVoR.

We may ask for more information about the EVoR business application from you or other sources before completing our assessment. If we need more information from you, you must provide it within 20 business days or we may reject the application.

We'll notify you in writing of the outcome of the application.

2.9 Additional conditions of approval

We may approve a business to use EVoR with additional conditions set out in the approval letter.

This includes if you've got a contract with another entity, including an overseas recipient, and need to disclose customer information. Your contract must include a provision stating the other entity mustn't engage in, or authorise, any act or practice that would breach Privacy Act 1988. This includes the Australian Privacy Principles within the Act.

2.10 Suspend or withdraw your approval to use EVoR

We expect you to use EVoR and conduct your activities in a way that's:

- beneficial to customers
- not detrimental to us.

We may suspend or withdraw your approval if you don't meet the expectations in:

- the EVoR policy and terms
- any additional conditions as advised in your approval letter.

We expect you'll:

- get customer consent and verify their identity before using the service
- ensure the privacy of customer information and secure storage of information
- access the system and manage logon credentials appropriately.

If we suspend or withdraw your approval to use EVoR, we'll notify you in writing.

2.11 Review of our decision

You can ask us to do a review if we:

- refuse to give your business approval to use EVoR
- impose any additional conditions on your approval to access EVoR
- suspend access to EVoR
- withdraw your business's approval to access EVoR.

You must make a request to review a decision in writing. You must submit it within 10 business days from when we notify you of the decision. The request must include the reasons for seeking the review and any information and evidence to support the review.

An officer not involved in the original decision will conduct the review. We'll notify you of the review decision within 20 business days of us getting the review request.

The reviewing officer may undertake one or more of the following actions as appropriate:

- review relevant applications, records and documents used to make the decision
- consider the information contained in the request to review the decision
- contact the business to discuss the matter further
- review the original decision maker's notes
- make corrections where appropriate.

We'll give you an opportunity to make additional written submissions to the reviewing officer, before making a final decision.

We'll notify you in writing what the outcome is. The review decision is final and there are no further merit reviews possible.

3. Registrations and accreditations

You must have all the registrations, licences and accreditations for the business that any Commonwealth, state, territory or local government need.

We suggest you independently consult any relevant government agencies to make sure you have the appropriate registrations or accreditations.

You must tell us of any withdrawal of registrations, licences and accreditations.

4. External dispute resolution and customer complaints

You're responsible for resolving any disputes or complaints from your customers about how you provide your accommodation or other services, including how you use the EVoR service.

You must identify an appropriate external dispute resolution mechanism relevant to your business and include this in your EVoR business application. For example:

- a tenancy tribunal or residential housing authority in your state or territory
- an ombudsman or other formal complaints body
- the relevant consumer affairs office.

These mechanisms help protect your customers and provide an avenue for independent resolution of disputes.

4.1 Complaints about your business's use of EVoR

If a customer makes a complaint to us about your business's use of EVoR, including issues related to privacy, consent, or rent updates, we may:

- investigate the complaint
- contact your business to seek information
- refer the matter to an appropriate regulatory body
- conduct an audit or review of your EVoR compliance.

You must cooperate with any enquiries we make and provide all reasonable assistance to us.

4.2 Complaints about us

If a customer dispute relates to our handling of rent information using EVoR, we'll manage that complaint through our own internal processes.

In these cases, we may ask your business to provide relevant documentation to support our investigation including:

- a copy of the customer's consent record
- identity verification records
- information about any rent update you attempted to submit.

5. Use of our material – intellectual property

We may provide you with materials to access and use EVoR, including the following:

- software
- technical specification documents including private algorithms
- access credentials or secret keys
- equipment
- goods
- information or data stored by any means.

If we make any material available to you, you must:

- understand we own the intellectual property rights of that material
- use that material solely for the purpose of accessing and using EVoR
- treat all material as confidential and not make the material available to any other person or party
- comply with any directions given by us in relation to any material we provide.

You mustn't:

- modify, decompile, exploit for commercial use or customise the material
- sub-licence any of the material
- represent in any way that we endorse any aspect of your business.

At any time, we can ask you to return, delete, destroy or otherwise stop using any material we provide.

If you no longer use EVoR, you must immediately:

- return to us, any EVoR material we provided
- securely delete EVoR material from any system or documentation.

6. Writing to customers about EVoR

You must get permission from us in writing, before you reference EVoR or us in:

- any large-scale mail out
- electronic messaging to customers regarding EVoR.

7. EVoR service

You electronically send us customer rent details via a secure internet service. We also refer to this as accommodation data. You can provide updates for one individual customer or lodge a bulk file for multiple customers.

We use the accommodation data to update the customer's accommodation circumstances information on their Centrelink record. This will trigger a re-assessment of the customer's eligibility and entitlement for Commonwealth Rent Assistance.

You must update the rent details in EVoR between 15 to 50 days before the rent changes. This makes sure that:

- the customer gets the right rate of Rent Assistance
- the customer is notified of your changes before they take effect
- you don't create a Centrelink debt for the customer.

The service is limited to updates for existing customers living at their current address who already get Rent Assistance.

You can't use the service to start Rent Assistance or notify us of the following changes to a customer's circumstances:

- address changes for a customer that has just moved into the accommodation
- relationship status changes
- when the customer starts or stops sharing accommodation with anyone else
- purchase or sale of real estate.

Customers must tell us directly, of changes in their personal circumstances.

7.1 EVoR accommodation services

Businesses can only use EVoR for the following accommodation services:

- **General community housing** - accommodation provided by community or indigenous housing organisations.
- **Supported accommodation** - retirement village, nursing home, lifestyle village, specialist disability accommodation or hospice style accommodation.

7.2 Accommodation data

The accommodation data that you provide to us contains the following information:

- Customer Reference Number (CRN)
- customer's family and given name
- customer's date of birth
- customer's address - suburb and postcode are mandatory
- customer's address - the street name and number is optional
- start date of the new rent amount the customer will pay
- total amount of rent paid to the business for the premises the customer resides in
- amount of rent paid by the customer.

You can find information on how to enter the data into the online service in the EVoR user guide.

8. How to access EVoR

8.1 Access to EVoR in Business Hub

We provide EVoR in [Business Hub](#) to help you conduct your business with your customers and us.

You can access EVoR through Business Hub using your PRODA credentials. Business Hub provides access to approved services and functions for authorised users. Important announcements, service updates and planned maintenance notifications are displayed within Business Hub or on our website.

Your access to EVoR depends on the roles and permissions your business assigned to you in Business Hub.

Business Hub displays important news and alerts regarding system interruptions, for example, scheduled maintenance. These announcements advise of the following:

- information about new services
- advance notice of any changes to EVoR
- any problems that EVoR is experiencing.

8.2 Managing user access

The authorised officer or access manager for your business controls access to EVoR in Business Hub for your employees, contractors or agents. Before an authorised officer or access manager can assign Business Hub roles staff must authenticate their identity and register for [PRODA](#) as an individual.

Users must:

- register for PRODA and complete identity verification requirements
- keep their PRODA account details secure and confidential
- comply with all privacy, security and confidentiality requirements when using EVoR.

The authorised officer or access manager is responsible for the actions taken by anyone they give EVoR access to in Business Hub. Whether that action was taken in the course of their employment or not. The authorised officer or access manager must do all the following:

- ensure staff are aware of and are complying with our requirements
- immediately remove individual users when they no longer need access to EVoR. For example, when their employment ends, or they're no longer authorised to use EVoR on behalf of the business

If you want to nominate a user who will access EVoR from a location outside of Australia, you must give us additional information before we approve access. For more information see [Disclosure of customer information to overseas recipients](#).

8.3 Single and Bulk entry service

There are 2 different ways for a business to use EVoR through Business Hub:

1. Single entry service
2. Bulk entry service.

The Single entry service allows you to:

- search for a single mutual customer
- view and update a customer's rent details which triggers a Rent Assistance reassessment.

The Bulk entry service allows you to:

- submit accommodation details for many customers at one time
- compose a new email message
- attach a file containing bulk customer data to be sent to us
- get an email message notifying that the file has been successfully submitted
- get an email message notifying of file or data format validation problems
- get Rent Verification Reports detailing the outcome of each update you attempted to make.

8.4 Fees

Testing for bulk entry, if required, by new and existing EVoR businesses may incur a cost. You can ask the EVoR helpdesk for a quote which we give on a case-by-case basis.

There are no ongoing fees to use EVoR.

8.5 Support available

We provide the following support to users of EVoR:

- information about EVoR for businesses on our website
- an EVoR Helpdesk, available from 8:30 am to 5:00 pm AEST, Monday to Friday excluding public holidays by phone **1800 887 774**, email: helpdesk.ccs@servicesaustralia.gov.au or fax 1300 727 760
- specialist staff to help approved users with agreement and compliance support, email: bac.support@servicesaustralia.gov.au
- an EVoR user guide which you can download in Business Hub
- a PRODA Helpdesk, available by phone **1800 700 199**, select **option 1**.

9. Privacy of customer information

9.1 We only provide information to a business with the customer's consent

When we get information about a customer, we must keep the information safe from disclosure to anyone other than:

- the customer
- where the law allows us to provide that information to a third party.

The law gives permission to provide customer information to third parties where the customer authorises us to do so.

For EVoR, we won't release customer information to a business unless the business does both of these:

- tells the customer what information it will get from us
- gets the customer's consent for us to provide it with that information.

The customer can withdraw their consent for us to provide you with their information at any time. If this happens, you must immediately stop using EVoR for that customer. Failure to do so may result in a breach of the law, which is punishable by imprisonment.

9.2 Where a business needs to give customer information to a third party

There may be situations where you need to provide customer information to a third party, including an overseas recipient. We only permit the second disclosure if your customer gives you either:

- consent to disclose the information to the third party
- acknowledgement that you'll give the information to that third party.

Where you know that you need to provide information to a third party, you must get the customer's consent first.

The customer can withdraw their consent at any time. In this case, the business is no longer permitted to disclose that customer's information to a third party.

9.3 After we give customer information to a business

Once we give you customer information, you become responsible for protecting it from loss or misuse. It's important to know that we aren't responsible for what you do with the information that we provide.

You must comply with privacy, secrecy and confidentiality laws that apply to customer information you get from us. This includes:

- protecting customer information from unauthorised use and disclosure
- not disclosing customer information to any third party without customer consent
- not selling customer information
- storing customer information securely, for example, in a password protected electronic storage system or lockable filing cabinet.

If you fail to comply with the above relevant laws, we may withdraw your access to EVoR. Failure to comply with relevant laws may be punishable by imprisonment.

10. Application of the law

Services Australia and employees of businesses are subject to the Social Security (Administration) Act 1999 (Admin Act). The Admin Act prohibits the unauthorised disclosure of information protected under it.

This means we won't release customer information to you without the consent of the customer.

Unauthorised disclosure or access of information protected under the Admin Act is a punishable offence. Punishment can be imprisonment for up to 2 years.

Your employees should be aware of their obligations under the Admin Act when dealing with customer information. They should also be aware of the potential consequences of failing to comply with the Act.

Similarly, most businesses will be subject to the Privacy Act 1988. It restricts the collection, use and disclosure of customers' personal information. If the Commonwealth law doesn't apply, a state or territory privacy law may apply to your business.

It's important that your business identifies which laws apply to you. You can only collect, use, disclose and store customer information or protected information in accordance with those laws. Your business is responsible for understanding and complying with the laws that regulate it.

You must make sure all your employees and contractors are aware of all legal obligations. They mustn't engage in or authorise any act or practice that would breach any of those laws.

10.1 Commonwealth laws that apply to customer information after we provide it to a business

Secrecy provisions in the Admin. Act apply to a customer's protected information and Customer Reference Number for these business entities:

- Commonwealth agencies
- State and territory agencies

The Privacy Act applies to a customer's personal information, Customer Reference Number and government related identifier for Commonwealth agencies.

11. Special rules for Customer Reference Numbers (CRNs)

CRNs are the unique identifier we assign to each customer. You mustn't do any of these:

- use the CRN for any purpose other than conducting business with us
- adopt the CRN as your own identifier for the customer
- disclose the CRN to any third party except where permitted by law and authorised by the customer consent
- use the CRN to confirm the customer's identity or authority when obtaining consent
- submit the CRN through EVoR unless the customer's valid consent authorises it.

If a customer consent record contains a CRN, you must securely destroy that record as soon as the mandatory retention period expires. This is usually 2 years from the date the customer stops being your customer, unless otherwise required by law.

You must implement measures to protect the CRN from unauthorised access, disclosure, or misuse. This includes securing both electronic and paper records that contain the CRN.

Failure to comply with these requirements may result in a breach of secrecy or privacy laws and could lead to suspension or withdrawal of your access to EVoR.

12. Confirming the customer's identity

You must take reasonable steps to confirm the identity of the person providing consent for EVoR. This applies whether the person is the customer themselves, or a person acting as the customer's representative.

This makes sure that consent is only given by someone entitled to do so and protects customer information from unauthorised access or disclosure. Identity verification is a key legal and privacy requirement under the Privacy Act 1988 and the Social Security (Administration) Act 1999.

You mustn't access or submit any information using EVoR unless the identity of the person providing consent has been properly confirmed.

You must make sure that your employees get training in proper identity verification procedures and understand the critical importance of this step in protecting customer information.

You mustn't rely on information you get from EVoR to verify a customer's identity.

12.1 How to confirm identity

Take all reasonable steps to confirm identity using one or more of the following methods.

1. Verify personal details using reliable documentation. Confirm the full name, date of birth and address using original or certified copies of documents like a:
 - driver licence or proof of age card
 - passport or birth certificate
 - immigration visa
 - Medicare or bank card
 - utility or bank account statement.
2. Cross-check internal business records. If your business has already confirmed the person's identity for other purposes, you may cross-check against your existing records.
3. Use the Document Verification Service (DVS) to confirm government issued ID documents directly with the issuing agency.
4. Use remote verification methods like multi-factor authentication or one-time passwords or security questions.

You mustn't rely on pre-filled forms or information the person confirms without verification. For example, don't present the customer with a consent form containing pre-populated information and ask the person to confirm it's correct.

12.2 Documenting the verification process

You must document how you confirmed the person's identity. This may include:

- the name and identifying details you confirmed
- the method of documents you used
- the name, logon or other identifier of the staff member who completed the verification
- the date of verification
- any additional documentation relied upon.

You must be able to demonstrate that you took reasonable steps to confirm a person's identity. If a customer later claims that someone else gave consent in their name, you must be able to show that your business verified the identity.

13. Customer consent

You have a legal obligation to obtain customer consent before you use EVoR. Customer consent allows for you to collect, use and disclose accommodation data through the EVoR service. Failure to get customer consent may result in us withdrawing your approval to use EVoR.

We use customer consent when we collect, use and disclose information. We must comply with the requirements in the Privacy Act 1988.

It's mandatory to obtain customer consent before accessing any customer information through EVoR.

Customer consent is voluntary and must be obtained without influencing the customer's decision by threat, coercion or advantage. Customers may decline or withdraw their consent at any time without having to give any reason to you or us. You must keep accurate records of the customer's instructions.

13.1 How to obtain consent

You can collect customer consent for EVoR in writing, verbally, online. Your business may use one or more processes to obtain consent. How you get consent determines what evidence you need to collect, store and produce if requested to prove that you had consent before using EVoR.

The customer consent must clearly state what the customer consents to, including authorising all of these:

- what personal information you'll collect
- how you'll use it
- that they agree to us providing you the information
- the disclosure to other specified parties and their use of customer information, if applicable.

You can translate consent wording to languages other than English using resources available to you, like interpreters or online translation tools.

13.2 Key responsibilities when getting customer consent

You're responsible for the following:

- ensuring you have customer consent before submitting rent verification information
- confirming the identity of the person providing consent before using EVoR
- using the consent wording and specified form detailed in this procedural guide
- keeping accurate records of the customer's instructions
- storing consent records securely for a minimum of 2 years from the date the customer stops being your customer, in a form that we can audit
- creating a customer consent record for verbal and online consent
- providing us with a copy of your customer consent before we approve you to use EVoR, or when you want to make changes to it.

13.3 Standard customer consent wording

We specify the content for customer consent records.

Consent records must give a customer an option to accept or decline consent for EVoR, distinct from any other consent or declaration. It should also not be included solely in a business's Privacy Policy or on their webpage.

13.3.1 Written consent

Use the standard consent wording to create a consent form for getting the customer's written consent. The customer can complete and sign the form to show they give their consent.

Written consent applies where the customer is presented with a consent document and indicates agreement by signing that document. The document can be paper based or displayed electronically on a device. The customer's signature may be handwritten in wet ink, scanned, digital or electronic. Generally, if the customer is indicating their agreement by signing something, either with a wet ink signature or signing digitally or electronically, then the consent is considered written.

For example:

- a paper consent form signed with a pen
- a PDF document signed using DocuSign or Adobe Sign
- a consent form displayed on a tablet and signed by the customer with a finger or stylus
- a scanned consent form containing the customer's signature they return by email.

13.3.1.1 Written consent wording

I [customer name] authorise:

- [business name] to collect and use my current and future accommodation information, and to provide it to Services Australia; and
- Services Australia to collect, use and disclose this information for the purpose of calculating and reassessing my eligibility for Rent Assistance.

I understand that:

- the information collected, used and disclosed may include my Centrelink Customer Reference Number, family name, given name, date of birth, address, household rent individual rent, and relationship status
- each time Services Australia updates my rent details using EVoR, I will be advised in writing
- this consent remains valid while I am a customer of [business name], unless I withdraw it, and will be renewed at least every 2 years
- I can withdraw my consent for EVoR at any time by giving notice to [business name] or Services Australia
- [business name] will maintain a record of my consent for a minimum of 2 years from the date I stop being a customer of the business
- if I withdraw my consent for EVoR, I will be responsible for notifying Services Australia of all future changes to my accommodation.

I understand I must contact Services Australia myself if any of these happen:

- I change my address
- my relationship status changes
- I start or stop sharing accommodation with someone else
- I purchase or sell any real estate.

Do you confirm that you have read and understood the information above, and that you give your consent for [business name] to use the Electronic Verification of Rent service to update your rent details with Services Australia?

☐ **Yes**

☐ **No, I will provide proof of my rent to Services Australia myself.**

Signature:

Date:

13.3.1.2 Storage requirements for written consent records

13.3.1.2.1 Standard storage method

Businesses approved to use EVoR should maintain auditable records of written consent, either by retaining the original physical document or by creating and securely storing a scanned electronic copy that is easily retrievable for compliance and audit purposes.

13.3.1.2.2 Alternative storage method

Where a business identifies operational barriers to storing physical or scanned copies, we may approve an alternative method allowing the business to create an indelible record of the receipt of written consent, provided that:

- the record is created at the same time and securely stored
- the record contains minimum metadata including the customer's name or identifier, date received, method of consent, staff member recording the entry, and confirmation that the written consent contained the required elements such as version numbers
- the record is auditable and protected against alteration
- the business formally documents and applies internal procedures to support consistency and integrity of these records.

Businesses seeking to use an alternative method must apply to us for approval and demonstrate that their proposed arrangements meet these minimum requirements.

13.3.2 Verbal consent

Use the verbal consent script for getting the customer's verbal consent. This includes interactions conducted by staff, Interactive Voice Response (IVR) or Artificial Intelligence (AI) where the consent script is read to the customer and the customer provides a spoken response. You need to:

- read the script to the customer and get the customer's verbal agreement
- create the consent record at the same time you get consent from the customer.

Verbal consent applies where the consent wording is read to the customer and the customer verbally agrees by speaking a response like **Yes, I agree** or **That's correct**.

For example:

- a call centre operator reading the consent script over the phone and the customer saying **Yes**
- a face-to-face interaction where staff read the consent wording aloud and the customer verbally agrees
- a recorded IVR or assisted service interaction where verbal agreement is captured.

13.3.2.1 Verbal consent script

Do you understand and agree to the following:

- You authorise [business name] to collect and use your current and future accommodation information and provide it to Services Australia.
- You also authorise Services Australia to collect, use and disclose this information for the purpose of calculating and reassessing your eligibility for Rent Assistance.
- The information may include your Centrelink Customer Reference Number, family name, given name, date of birth, address, household rent and individual rent amounts, and your relationship status.
- Services Australia will notify you in writing each time your rent details are updated using EVoR.
- This consent remains valid while you are a customer of [business name], unless you withdraw it, and will be renewed at least every 2 years.
- You can withdraw your consent for EVoR at any time by contacting [business name] or Services Australia.
- [business name] will maintain a record of your consent for a minimum of 2 years from the date you stop being a customer of the business.
- If you withdraw your consent, [business name] will stop using EVoR and you'll be responsible for telling Services Australia about any future changes to your accommodation.

Do you understand you must still contact Services Australia directly if any of these happen:

- you change your address
- your relationship status changes
- you start or stop sharing accommodation with someone else
- you buy or sell any real estate.

Do you confirm that you understand the information I've just provided, and that you give your consent for [business name] to use the Electronic Verification of Rent service to update your rent details with Services Australia?

☐ **Yes**

☐ **No, I will provide proof of my rent to Services Australia myself.**

13.3.2.2 Storage requirements for verbal consent records

The consent record containing the verbal consent must include:

- the date, time and location that you got the consent
- the method of consent, for example over the phone or in person
- the customer's response showing if they agreed to give consent
- the name, logon or other identifier of the staff member of your business getting the consent
- the method you used to confirm the identity of the customer
- the words, or version number of consent, read to the customer to obtain consent.

If a customer gives the consent verbally the consent record may be:

- a written record setting out the details of the consent given
- an audio recording
- a mix of audio and written records.

13.3.3 Online consent

Use this consent wording to create a record for getting the customer's consent online.

Online consent applies where the customer gives consent through an online or system-based workflow or transactional process. The customer indicates agreement electronically, usually by ticking a checkbox; selecting **I agree** or **Yes**; clicking a button or progressing through an online workflow. Generally, if the customer is indicating agreement by clicking, selecting, ticking, responding electronically with typed words like **I agree** or **Yes**, or progressing through a system workflow, rather than signing a document, the consent is considered online consent.

For example:

- an online application form where the customer ticks a consent checkbox
- a portal workflow where selecting **I agree** allows progressing to the next screen
- a mobile app consent process
- a web based onboarding process with consent agreement within a digital workflow
- the customer responding with agreement to consent wording sent to them by email or SMS text message, or via a messaging service or an app
- a live chat session or webchat consent process where the customers agreement or response is captured.

13.3.3.1 Online consent requires approval

You need to give us screenshots of your online consent record prior to approval to use EVoR to make sure it meets all our requirements. We'll also ask you to give us screenshots during a compliance review to check your online consent record continues to comply with all requirements.

You should always contact us before making any changes to your online consent wording. We will ask you to make updates if we find it doesn't meet our requirements.

13.3.3.2 Online consent wording

I [customer name] authorise:

- [business name] to collect and use my current and future accommodation information, and to provide it to Services Australia; and
- Services Australia to collect, use and disclose this information for the purpose of calculating and reassessing my eligibility for Rent Assistance.

I understand that:

- the information collected, used and disclosed may include my Centrelink Customer Reference Number, family name, given name, date of birth, address, household rent, individual rent, and relationship status
- each time Services Australia updates my rent details using EVoR, I will be advised in writing
- this consent remains valid while I am a customer of [business name], unless I withdraw it, and will be renewed at least every 2 years
- I can withdraw my consent for EVoR at any time by giving notice to [business name] or Services Australia
- [business name] will maintain a record of my consent for a minimum of 2 years from the date I stop being a customer of the business
- if I withdraw my consent for EVoR, I will be responsible for notifying Services Australia of all future changes to my accommodation.

I understand I must contact Services Australia myself if any of the following happen:

- I change my address
- my relationship status changes
- I start or stop sharing accommodation with someone else
- I purchase or sell any real estate.

Do you confirm that you have read and understood the information above, and that you give your consent for [business name] to use the Electronic Verification of Rent service to update your rent details with Services Australia?

☐ **Yes**

☐ **No, I will provide proof of my rent to Services Australia myself.**

13.3.3.3 Storage requirements for online consent records

You need to:

- be able to easily extract a consent record from your system, or store it in the customer's file
- include a date stamp or date of online completion for the consent record and the customer's response showing if they agreed to consent
- include the customer's email address, phone number, IP address or portal username depending on how you collected the consent
- be able to demonstrate that the customer has satisfied identity checks before using EVoR
- include the message content showing the consent script used, and customer's response, when consent is captured in a live chat session, webchat process, SMS or email
- be able to demonstrate that you have confirmed that the contact details being used are linked to the verified identity for that customer when obtaining consent via SMS, a messaging service or email exchange.

13.4 Additional consent wording

There are some circumstances where you need to include additional wording in consent records.

13.4.1 Consent signed with digital and electronic signatures

A **digital signature** is a type of electronic signature that provides encrypted protection and authentication for digital information. This is generally supported by specific software enabling digital signature capability.

An **electronic signature** represents a person's name or mark on a document or communication by electronic means, identifying the person and indicating their intent to sign.

When a customer signs a consent record with a digital or electronic signature, it must have an auditable trail of your receipt of the consent.

Include this additional wording if a customer signs the consent record using a digital or electronic signature:

I confirm that the electronic signature in this consent represents my signature.

I consent to signing the form electronically and I confirm that my signature is legally binding.

13.4.2 Disclosing customer information to a third party within Australia

If you're disclosing customer information to a third party within Australia, you must also include:

I understand that [business name] will disclose my accommodation details to [third party name] for the purposes of [add reason].

13.4.3 Disclosing customer information to overseas recipients

If you're disclosing customer information to overseas recipients, you must include:

[Business name] may disclose your personal information to [the name of the entity if it's separate from the business or our team if it's part of the business] located in [specify overseas location] for the purpose of [the purpose of the overseas disclosure].

13.5 Storage and retrieval of consent forms during audits and reviews

During audits or reviews, you must retrieve any consent records we ask for and provide them to us for checking. You must store customer consent records in the following way:

- securely, to prevent loss or unauthorised access or use
- for a minimum of 2 years from the date the customer ceases to be your customer
- in a manner that's readily retrievable
- in a form that we can audit or review.

13.6 Customer consent renewal

Your business must renew a customer's consent for the use of EVoR service at least once every 2 years.

This makes sure that customer consent remains current, specific and meaningful, in line with privacy obligations and community expectations.

You mustn't rely on consent indefinitely without customer awareness or ongoing agreement.

13.6.1 Options for renewal

To meet this requirement, your business must do one of the following for each customer, at least once every 2 years:

- get a new consent from the customer using the standard customer consent process
- notify the customer in writing that you intend to continue relying on their previously provided consent and give them a clear and practical opportunity to withdraw their consent using the renewed customer consent wording.

13.6.2 Consent renewal wording

If you choose to obtain new consent, use the standard wording in section [13.3](#)

If you choose to notify the customer of the consent renewal rather than obtain new consent, use the wording below, unless we approve you to use alternative wording in writing.

You previously gave us permission to use the Electronic Verification of Rent Service (EVoR) to help keep your rent details up to date with Services Australia.

This means that we can securely provide Services Australia with your current and future rent information so they can reassess your eligibility for Commonwealth Rent Assistance.

The information we provide to Services Australia may include your name, date of birth, address details, household rent amount, the rent amount you pay, your relationship status and your Centrelink Customer Reference Number.

We are writing to let you know that we'll continue to use your existing consent unless you tell us not to.

If you're happy for us to continue using the EVoR service to update your rent details, you don't need to do anything.

If you no longer want us to use this service, please contact us by [insert phone/email/in-person options] by [insert date].

You can withdraw your consent at any time. If you do, we'll stop using the EVoR service and you'll need to tell Services Australia directly about any changes to your rent.

13.6.3 Record keeping obligations

You must keep a record of how you managed the consent renewal, including:

- whether you got new consent or issued an opt-out notification
- the date of the renewal or notification
- the content of the notification
- how you contacted the customer, for example letter, email, SMS
- the options you provided to the customer to opt-out
- any response you got from the customer.

You must store this record with the customer's original consent record and retain it for a minimum of 2 years from the date the customer stops being your customer.

If a customer withdraws consent at any time, you must stop using EVoR for that customer immediately.

14. Obligations to use EVoR after getting customer consent

Once you've got a customer's consent for EVoR, customers have a reasonable expectation that you'll update their rent details with us when there's a change. You must take all reasonable steps to use the service as intended.

This means that you must make timely updates to the customer's rent information using EVoR whenever their rent changes or notify the customer if you're unable to do so.

This obligation helps to protect customers from missing out on their correct entitlement to Commonwealth Rent Assistance and supports the integrity of the EVoR service.

14.1 Obligation to use the service

If a customer gives you EVoR consent, each time there's a change in their rent you must:

- actively use EVoR to update the customer's rent details between **15 and 50 calendar days before** the rent changes. Attempts to update rent details outside of this timeframe are automatically rejected.
- make a genuine attempt to resolve any issues that prevent you from updating the customers details.

If you experience technical issues, you should contact the EVoR Helpdesk as soon as possible for assistance by:

- emailing helpdesk.ccs@servicesaustralia.gov.au
- calling 1800 887 774.

14.2 If you're unable to use EVoR

If, after making reasonable efforts, including contacting the Helpdesk, you're still unable to update the customer's rent details via EVoR, you must:

- notify the customer within **10 business days**
- tell the customer that they'll need to update their rent details directly with us to make sure their Commonwealth Rent Assistance is correctly assessed.

This notification must be clear and timely, and you may deliver it in writing, by email, or in another suitable form.

Failing to update a customer's rent or to notify them promptly could result in:

- underpayment or overpayment of Rent Assistance
- unnecessary Centrelink debts for the customer
- loss of trust in your service.

We may review your business's ongoing approval to use EVoR if this obligation is repeatedly not met.

15. Customer representatives

A customer representative is a person the customer or the law authorise to represent the customer or manage their affairs.

Before you allow any third party to act on the customers behalf, including providing EVoR consent, you must first confirm that the person has the lawful authority to do so.

Acceptable forms of authority include:

- an Enduring Power of Attorney
- a guardianship or financial administration order
- a court order.

You must also confirm the identity of both the customer and the customer representative.

You must document how you confirmed the identity and authority of a customer representative and retain a record of the documents and procedures you used as part of the customer consent record for a minimum of 2 years.

16. Third party organisations

Third party organisations (TPO) are any external entities that you engage and that may access customer information while providing services to your business. This includes subcontractors, agents, consultants, services providers and outsourced personnel.

You must make sure that any TPOs you engage comply with the obligations under the EVoR policy and terms.

16.1 Engaging a TPO

Before engaging a TPO that'll have access to customer information, you must:

- conduct a thorough vetting process to assess the TPOs ability to comply with the privacy, secrecy and data protection obligations set out in the EVoR policy and terms
- confirm that the TPO won't disclose any customer information to overseas recipients without your knowledge and our written approval
- make sure there's a written contract in place.

The written contract must:

- expressly prohibit the TPO from engaging in, or authorising, any act or practice that would breach the Australian Privacy Principles (APPs)
- outline the TPO responsibilities for privacy, secrecy, data protection, and consent
- confirm that the TPO understands its legal obligations and agrees to comply with all relevant laws.

16.2 TPO responsibilities

You must make sure that any TPO:

- implements robust privacy and data protection measures to safeguard customer information from misuse, interference and loss and from unauthorised access, modification or disclosure
- obtains, documents and manages customer consent in accordance with the standards required in this guide and the EVoR policy and terms
- cooperates fully with you and with us in the event of an actual or suspected data breach
- complies with any audit or review activities we undertake.

TPOs must be subject to the same obligations as your business, including any compliance with the Privacy Act 1988, Social Security (Administration) Act 1999, and any other secrecy or confidentiality laws that apply.

16.3 Ongoing compliance and training

You must:

- make sure TPO personnel with access to customer information complete regular training on privacy, secrecy and data protection
- document all training provided to TPOs and keep it current
- monitor each TPO's compliance with their contractual obligations on an ongoing basis.

16.4 Liability for TPOs

You remain responsible for the actions of your TPOs. We'll treat any breach of privacy, secrecy or data protection obligations by a TPO as a breach by your business. You may be subject to penalties, including suspension or withdrawal of your access to EVoR.

17. Disclosure of customer information to overseas recipients

You mustn't disclose customer information to any recipient located outside of Australia, an overseas recipient, unless we've given you written approval.

This includes where a TPO you engage is based overseas.

Before disclosing any customer information to an overseas recipient, you must notify us in writing of the proposed disclosure, including:

- the name and location of the overseas recipient
- the purpose of the disclosure
- the type of customer information being disclosed.

You must also:

- seek and obtain our written approval before any disclosure occurs
- make sure the overseas recipient is treated as a TPO and meets all the same obligations as set out in [section 16](#) of this guide.

We may approve or reject your request for overseas disclosure at our discretion.

17.1 Customer consent for overseas disclosure

You must obtain the express consent of the customer before disclosing their information to an overseas recipient. This must:

- use the additional wording for third party disclosures to overseas recipients in this guide
- clearly identify the overseas recipient and the purpose of the disclosure
- be included in the customer's written, verbal or online consent record.

You must store and manage consent for overseas disclosure in accordance with the procedures for customer consent in this guide.

17.2 Privacy and security obligations for overseas recipients

You must take all reasonable steps to make sure any overseas recipient:

- complies with the Australia Privacy Principles (APPs) in relation to customer information
- is subject to written contractual terms or binding arrangements that require the same level of privacy, secrecy and data protection as required under the EVoR policy and terms
- cooperates with any audits, compliance checks or investigations we conduct
- participates in any data breach management processes if required.

You're responsible and accountable for the actions of the overseas recipient. We'll treat any failure by the overseas recipient to meet its obligations as a breach by your business and it may result in the withdrawal of your access to EVoR.

18. Actual or suspected eligible data breaches

You must immediately notify us if you become aware of an actual or suspected eligible data breach involving customer information obtained through the EVoR service.

This makes sure appropriate steps are taken to protect affected individuals and comply with the Notifiable Data Breaches Scheme under the Privacy Act 1988.

18.1 What an eligible data breach is

An eligible data breach happens if both of these apply:

- there's unauthorised access to personal information, disclosure of it, or the information is lost in circumstances likely to result in authorised access or disclosure
- a reasonable person would conclude that the access or disclosure would be likely to result in serious harm to any individual affected.

This includes loss of customer consent records, unauthorised use of Customer Reference Numbers, system intrusions, or staff error resulting in unauthorised disclosure or access.

18.2 Immediate notification obligations

If you suspect or become aware of an eligible data breach relating to EVoR, you must notify us within 24 hours, even if your assessment isn't complete. You must also include all available details like:

- the type of breach, for example, unauthorised access, loss of records
- the customer information involved
- the date or time you discovered the breach
- immediate steps taken to contain the breach.

You must report the breach to the EVoR Helpdesk by:

- [emailing \[helpdesk.ccs@servicesaustralia.gov.au\]\(mailto:helpdesk.ccs@servicesaustralia.gov.au\)](mailto:helpdesk.ccs@servicesaustralia.gov.au)
- calling 1800 887 774.

18.3 Follow-up requirements

If the breach is only suspected and not yet confirmed, you must:

- assess the incident within 30 days, as required by the Privacy Act
- provide us with a written report within 3 business days of becoming aware of the breach, or earlier if reasonably practicable.

If the breach is confirmed, you must also:

- take all reasonable steps to reduce the risk of serious harm to affected individuals
- follow any instructions from us in response to the incident
- assist in notifying affected customers, if required
- retain full records of the breach and actions taken.

18.4 Cooperation and accountability

You must cooperate fully with us in responding to any data breach involving EVoR information. This includes:

- sharing relevant documentation or findings from your internal investigations
- implementing any corrective actions or safeguards we reasonably require
- supporting compliance with our obligations under the Privacy Act and other law.

Your business is accountable for all data breaches involving EVoR information in your custody, including breaches by your employees, agents or third parties you have engaged.

19. Audits and reviews

Audits and reviews are checks conducted by us to make sure you're:

- continuing to satisfy the criteria for approval
- complying with the EVoR policy and terms and any conditions of approval
- maintaining suitability to access EVoR.

We may initiate audits and reviews as a response to:

- customer complaints
- information we get from regulatory bodies
- other sources that indicate an audit or review may be necessary.

We may share our findings, including information about the officers of a business, with appropriate regulatory and government bodies.

19.1 Audit and review process

We'll advise you in writing of the audit or review and the documents you need to provide access to.

An audit or review may check a range of items and issues relating to your compliance with your obligations under the EVoR policy and terms and any additional conditions. This includes:

- your operational processes, practices and procedures
- the completeness or accuracy of your records
- your compliance with confidentiality, privacy, intellectual property and security obligations
- your compliance with any compliance plan
- any other matters we reasonably determine to be relevant to the performance of, or compliance with, your EVoR obligations.

We'll check all these things when we do an audit or review, or follow-up audit or review:

- systems, training and procedures you stated in the business application when applying for EVoR are in place
- you have customer consent in an approved format before using EVoR
- you confirm the identity of customer's, and their customer representative if one exists, before using EVoR
- you immediately removed user access when it was no longer required, or when staff left or changed roles
- users have their own individual access credentials and do not share them with others
- you retain customer consent for 2 years from the date the customer stops being a customer of your business
- you retain customer consent in a form that we can audit
- you maintain customer consent records in an efficient, secure filing system and are easily retrievable on request.

You must cooperate fully and at your own cost with any audit or review.

At any time during an audit or review, we may suspend your access to EVoR. We'll tell you in writing if we've suspended access to the service, and the date the suspension takes effect.

At the end of the audit or review, we'll tell you in writing if we remove the suspension.

19.2 What you need to provide

We may conduct audits and reviews by:

- visiting your premises
- asking you to send us documents and information.

For the audit or review, we'll advise you of the:

- time you must provide the documents in
- place where you must deliver the documents
- format you need to provide the documents in.

The type of information we may need for an audit or review relating to EVoR includes:

- material we've provided to your business
- customer consent records
- protected information
- documentation and records, however stored, in your possession or under your control directly relating to EVoR
- other material relevant to EVoR.

19.3 Outcomes of audit or review activities

We'll notify you, in writing, of the outcomes of an audit or review. We'll tell you about any concerns we identified.

There are 3 possible outcomes from an audit or review process. You:

- are compliant with the EVoR policy and terms and any additional conditions
- have committed a breach of the EVoR policy and terms and any additional conditions that you must remedy
- have committed a breach to the EVoR policy and terms and any additional conditions that you can't remedy.

20. Process for remedial breaches

If we conclude you've committed a remedial breach of the EVoR policy and terms and any additional conditions, we'll issue a remedy notice. The remedy notice will identify the specified period you have to remedy the breach. At the end of the specified period, we may conduct a follow up audit or review. We may attach conditions to your approval to use EVoR.

Where we identify you committed a remedial breach and you have already remedied it, we may attach conditions to your approval to use EVoR.

If you disagree with the findings of an audit or review, you may ask us to reconsider the findings. You must provide more information that supports your request for reconsideration. A review officer will consider your request.

20.1 Process for breaches you can't remedy

If we conclude you've committed a breach of the EVoR policy and terms and any additional conditions, we may withdraw your approval to use EVoR. This is where the breach is either not appropriate or, in our opinion, isn't possible to remedy.

If we withdraw your approval to use EVoR, you may ask us to review the decision. You must make a request to review a decision in writing.

You must submit the request within 10 business days of when we notified you of the decision. The request must include the reasons for seeking the review and information and evidence to support the review.

21. Compliance plan

A compliance plan specifies the processes and procedures you'll adopt to make sure you're compliant with your EVoR obligations.

You may need to develop a compliance plan if a remedial breach of the EVoR policy and terms, or any additional conditions, occurs. Your compliance plan must incorporate any reasonable requirements we request.

22. Provide feedback or submit a complaint

We value feedback on the operation of EVoR.

You can [submit a complaint, give a compliment or offer a suggestion](#) to help us improve the operation of the EVoR service.

servicesaustralia.gov.au