Electronic Verification of Rent (EVoR) Policy

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1. Definition of terms used in this Policy

**Approval letter**: a letter Services Australia (the agency) sends to a Business notifying that it has been, or continues to be, approved to use Electronic Verification of Rent (EVoR).

**Business:** an organisation that may use EVoR.

**Business Online Services—User Details Form:** the form completed by the Business, authorising staff of the Business to access EVoR through Centrelink Business Online Services (CBOS).

**Centrelink Business Online Services (CBOS):** the secure internet service a Business uses to access EVoR related online services.

**Customer:** a person who receives a Centrelink income support payment who is also a resident in accommodation provided by an EVoR Business.

**Customer Reference Number (CRN):** the government identifier the agency uses to identify Customers.

**Customer representative:** a person who is authorised by the Customer, or by law, to represent the Customer or manage the Customer’s affairs.

**Legal entity:** an individual or companywith the legal capacity to enter into a contract with the agency.

**Regulatory bodies**: any body involved in the regulation of a Business e.g. Australian Securities and Investments Commission (ASIC) and the Australian Competition and Consumer Commission (ACCC).

**Supported accommodation:** retirement village, nursing home, lifestyle village or hospice style accommodation.

**User**: the staff of a Business who have been authorised to access and use the EVoR service on behalf of the Business.

1.1 In this document, any action that may be performed by a Customer may be performed by a Customer representative.

1.2 In this document, the term ‘use EVoR’, in relation to a Business, means a Business is approved by the agency to access EVoR related online services available through CBOS. This enables the Business to send information to the agency to verify and update Customer rent amounts each time there is a change in rent.

1. The purpose of this Policy

2.1 The purpose of this EVoR Policy is to give the agency staff and stakeholders clear information about the EVoR framework. The Policy sets out:

1. what a Business should consider before applying to use EVoR
2. an outline of the process for applying for EVoR
3. what the agency expects any Business to do, or not do, to be approved or continue to use EVoR
4. actions the agency may take in respect of a Business’s use of EVoR
5. circumstances when the agency may suspend or withdraw its approval for a Business to use EVoR, and
6. how decisions made by the agency can be reviewed.

2.2 EVoR stakeholders include:

1. Customers and Customer representatives
2. Businesses who wish to participate in EVoR, and
3. Regulatory bodies.
4. Information to support this Policy

3.1 The EVoR framework consists of:

1. this Policy
2. the EVoR Business Application
3. the EVoR Terms
4. the EVoR Procedural Guide
5. an Approval letter that may contain conditions for approval, or varied Terms that a Business must agree to before using EVoR.

3.2 These documents, excluding the Approval letter, and additional information about the EVoR framework, are available on the Services Australia website.

3.3 The agency may change this Policy, the EVoR Terms and any supporting documentation, at any time by publishing an updated version on the Services Australia website.

3.4 This Policy is supported by the Social Security, Veterans’ Affairs and privacy laws that regulate the agency’s handling of Customer information. Under those laws, the agency is permitted to disclose Customer information to third parties when the Customer has provided consent to do so.

## WHAT A BUSINESS SHOULD CONSIDER BEFORE APPLYING TO USE EVoR

1. About EVoR

4.1 EVoR is a free and secure online data exchange service available to Businesses which enables them to send information to the agency, to verify and update Customer rent amounts each time there is a change in rent.

1. The objective of the EVoR service

5.1 The objective of the EVoR service is to provide an efficient process for the verification and reassessment of rent assistance for Customers.

1. Access to EVoR

6.1 A Business must make an application for access and be approved by the agency to be able to use EVoR.

6.2 By completing and submitting the EVoR Business Application and the Business Online Services—User Details Form (if applicable), the Business agrees to the agency’s terms for using EVoR and CBOS.

6.3 The Business can access the EVoR Business Application or the Business Online Services—User Details form on the Services Australia website.

## APPLYING TO USE EVOR

1. Criteria for approval to use EVoR services

7.1 For a Business to be approved to use EVoR, the agency will require:

1. that a legal entity completes the EVoR Business Application
2. that it be a:
   1. not-for-profit Community or Indigenous Housing Organisation providing affordable rental accommodation to Customers, or
   2. Business providing Supported accommodation to Customers.

7.2 The Business must:

1. have an Australian Business Number (ABN) or Australian Company Number (ACN)
2. provide a postal address, physical address and contact details of a representative in Australia
3. have processes and procedures in place to ensure compliance with its obligations under relevant secrecy provisions and the Privacy Act 1988, and in particular, to protect Customer information from misuse, interference and loss, as well as unauthorised access, modification or disclosure
4. agree to comply with any directions of the agency related to the collection, recording, use or disclosure of Customer information
5. comply with all applicable Australian requirements for registration, industry regulation, licensing or accreditation in relation to any of its activities and the provision of residential accommodation services
6. agree to comply with:
   1. this Policy, and
   2. the EVoR Terms
7. comply with any conditions imposed by the agency in the Approval letter, and
8. comply with the expectations of Businesses set out in this Policy.
9. Assessing the application

8.1 Meeting the approval criteria above does not entitle a Business to be approved to use the EVoR service. The agency will not approve a Business to use the EVoR service if, in the agency’s opinion, any of the following apply:

1. the Business may have in the past conducted its activities in an unlawful or unethical manner
2. the Business is unlikely to fully comply with the EVoR Terms, any conditions on its approval to use EVoR or the expectations of Businesses in this Policy
3. the Business’s participation in EVoR would adversely affect the reputation of the Australian Government in any way, or
4. there is uncertainty about a factual matter relevant to consideration of an application that is not resolved to the agency’s satisfaction.

8.2 The agency may take into account the past behaviour of the Business, any related entities and any officer, employee or business associate.

8.3 Services Australia may consider information from:

1. the Business
2. regulatory bodies
3. consumers and consumer groups
4. the agency’s previous dealings, including any non-compliance and rejected applications, with the Business or its officers, employees or business associates, and
5. The agency’s own enquiries.

8.4 The agency may take into account whether the Business is a member of an external dispute resolution scheme, and if participation in such a scheme is required or common for the type of activities the Business engages in.

8.5 The agency may take into account complaints made against the Business, even if the behaviour complained about has not been found to be in breach of any law by a court.

8.6 The agency may request further information about the EVoR Business Application from the Business or from other sources before completing its assessment.

8.7 If the agency requires further information from the Business, this information must be provided within 28 days or the application may be rejected.

1. Outcomes of an application

9.1 The agency may:

1. approve the Business to use the EVoR service on the standard EVoR Terms
2. approve the Business to use the EVoR service on the standard EVoR Terms and with additional conditions imposed in an Approval letter
3. approve the Business to use EVoR if the Business agrees to any variation to the standard EVoR Terms as notified in an Approval letter, or
4. refuse to approve the Business to use the EVoR service.

9.2 If the agency proposes to refuse approval to use EVoR, or vary the EVoR Terms before approving the Business to use EVoR, the agency will permit the Business a reasonable opportunity to make submissions before making a final decision.

1. Expectations of the Business

10.1 The agency expects that a Business that is approved to use the EVoR service will conduct its activities in a way that is beneficial to Customers and not detrimental to the agency or the agency’s reputation.

10.2 The agency may withdraw a Business’s approval to use the EVoR service if the Business does not meet any of the following expectations. The Business must:

1. read and understand this Policy, the EVoR Terms and the EVoR Procedural Guide and act consistently with those documents in relation to EVoR
2. comply with any additional conditions or varied terms included in an Approval letter
3. at all times while approved to access EVoR, continue to meet the criteria for approval as set out in clause 7 of this Policy
4. notify the agency of any changes to its activities, especially changes in relation to the criteria for approval as set out in clause 7 of this Policy
5. not submit Customer data without prior consent of the Customer
6. immediately notify the agency of any security incidents or breaches of these expectations in respect of Customer information
7. not charge a fee to Customers for using the EVoR service, and
8. only use the service for the purpose described in its Business Application.

10.3. The Business acknowledges it is a fundamental condition of user access that the Business must not, and it must ensure that its staff do not, provide or permit access (for a fee or otherwise) to any data provided by the agency about a Customer to any third party, without first obtaining the express consent of the Customer and where permitted by law.

10.4 The Business must ensure that each of its staff:

1. acts in accordance with the agency’s requirements on the use and management of logons and passwords as specified by the agency from time to time
2. where required by the agency, undertakes in writing, in a form specified by the agency, to fully comply with and act in a manner consistent with the obligations under the EVoR Policy, EVoR Terms and any additional conditions
3. who are in any way involved with the use of the EVoR service or Customer information is aware of the Business’s and user’s obligations under the EVoR Policy, EVoR Terms and any additional conditions
4. is aware of and acts consistently with the EVoR Policy, EVoR Terms and any additional conditions attached to the Business’s approval to use EVoR
5. is aware of and acting consistently with privacy and secrecy legislation (personal information, protected information and confidential information), and
6. is directed to comply with those obligations.

10.5 A Business must also:

1. arrange for any undertakings by staff required by the agency under this Policy to be given and provided to the agency promptly
2. notify the agency immediately it becomes aware of any failure of its staff to comply with the requirements or any undertaking referred to in this Policy
3. notify the agency immediately if a user is no longer authorised to act on behalf of the Business
4. maintain a filing system that enables efficient retrieval of individual Customer consent records and make those records available for inspection by the agency at any reasonable time
5. comply with all laws that regulate the Business including, without limitation, consumer protection, registration, financial and privacy laws
6. behave ethically, lawfully and fairly in its dealings with Customers
7. fully participate, at its own cost, in any audits or reviews of its staff access to and use of the EVoR service
8. not use the CRN for any purpose other than for EVoR data exchange
9. adopt appropriate measures to safeguard the CRN against loss, unauthorised use or disclosure, and
10. retain Customer consent records for a period of 2 years from the date the Customer ceases to be a Customer of the Business.

10.6 A Business is expected to deal with the agency electronically.

1. Customer consent

11.1 Customer consent is entirely voluntary and Customers may withdraw their consent at any time without having to give any reason to either the agency or the Business. The Business must keep accurate records of the Customer’s instructions and it is mandatory for the Business to obtain Customer consent before sending any Customer information via the EVoR service.

11.2 Businesses must, when obtaining Customer consent, use wording substantially in a form as notified by the agency, or otherwise contained in the EVoR Procedural Guide.

11.3 Businesses must confirm the identity of the Customer prior to obtaining consent.

11.4 The Business must create a Customer consent record, at the time of the Customer providing consent.

11.5 The Customer consent record must identify the nature of the information which the Business collects and uses and then provides to the agency to assess eligibility for rent assistance through the EVoR service.

11.6 The current specified form for Customer consent is available in the EVoR Procedural Guide at **humanservices.gov.au/evororgs**

11.7 All Customer consent records must be stored securely and retained by the Business for a minimum of 2 years from the date the Customer ceases to be a Customer of the Business.

1. Cost to use EVoR

12.1 There are no ongoing costs to use the EVoR service.

12.2 There may be some costs for set-up, testing or other assistance in connection with the EVoR service for an existing or new Business. The Business will be quoted a fee for these services before the costs are incurred by the agency. Businesses must pay the agency the fee within 30 days of receiving the invoice.

## AUDITS, REVIEWS AND CEASING TO USE EVoR

1. Withdrawing from the EVoR service

13.1 Use of the EVoR service is voluntary. If a Business decides it no longer wishes to use the EVoR service, it must give the agency at least 28 days’ notice. The agency will remove the users’ access to the EVoR service.

13.2 A Business will still have continuing obligations, of a contractual nature, to the agency under the EVoR Terms after it ceases using the EVoR service.

1. Actions if you are not meeting expectations

14.1 The agency has a range of options available when managing a Business’s compliance with the EVoR Terms and this Policy. These fall into the following three categories:

1. varying the Terms or imposing conditions upon a Business’s approval to use the EVoR service
2. suspending access to the EVoR service, and
3. withdrawing the approval for a Business to use the EVoR service.
4. Varied terms or additional conditions for continued use of the EVoR service

15.1 The agency may vary the Terms or impose conditions at any time. This would normally occur where the EVoR Terms are breached or the agency’s expectations of a Business are not being met, but the agency does not consider suspension of access or withdrawal of approval is necessary.

15.2 Some examples of varied terms or additional conditions are:

1. requiring a compliance plan
2. requiring the Business to do or not do certain things, and
3. requiring the Business to follow strict procedures in relation to certain Customers or transactions.

15.3 It will be a condition of approval that any contract the Business has with any other entity that would require Customer information to be disclosed must include a provision that the other entity must not engage in, or authorise, any act or practice that would breach the Australian Privacy Principles contained in the Privacy Act 1988 (Privacy Act).

1. Suspend access or withdraw approval to use the EVoR service

16.1 The agency may suspend access or withdraw its approval to use the EVoR service at any time to ensure compliance, or if, in the agency’s opinion, the Business may be or is no longer suitable for approval to use the EVoR service including:

1. there is a change in the circumstances of the Business that, in the agency’s view, requires the agency to reassess the Business’s suitability to use the EVoR service (by reapplying the approval criteria)
2. the Business does not fully participate in a review or audit when requested by   
   the agency to do so
3. the agency is unable to contact the Business for any reason
4. the agency has requested information from the Business and the information has not been provided
5. the agency is considering withdrawing its approval for the Business to use the EVoR service but a final decision has not yet been made
6. the Business’s connection to, or use of, the agency’s IT system has, does or may compromise the security, integrity or performance of that system
7. the agency is investigating a matter relating to the Business which, if confirmed, would constitute a serious breach of this Policy, a condition of approval or the EVoR Terms by the Business
8. any information provided to the agency by the Business about the Business or its activities is untrue, or is no longer true
9. the Business, in the agency’s view, fails or is likely to fail to meet any or all of the agency’s expectations, and/or
10. the Business breaches any of the EVoR Terms or any of the conditions attached to the Business’s approval to use EVoR, and allowing the Business to remedy the breach is not appropriate or possible in the circumstances.

16.2 The Business will be given reasonable opportunity to make written submissions to   
the agency before the agency makes a decision to suspend or withdraw its approval or impose additional conditions.

16.3 The agency will notify the Business, in writing, of any decision to suspend or withdraw its approval or impose additional conditions on its continued access to the EVoR service. No further user access will be permitted after approval is withdrawn.

1. Compliance with this Policy and EVoR Terms

17.1 Audits or reviews are conducted by the agency from time to time to ensure that Businesses continue to satisfy the criteria for approval, comply with this Policy, the EVoR Terms (as varied from time to time) and any additional conditions, and remain suitable to use the EVoR service.

17.2 Such audits or reviews may be initiated by the agency or be in response to Customer complaints or information received from regulatory bodies or other sources that indicate a compliance review may be necessary.

17.3 A Business must ensure documents or records are available to the agency upon request. If documents or records are not made available, the agency may suspend access to the EVoR service until the information is made available or alternatively withdraw the Business’s approval to use the EVoR service.

17.4 The agency may share its compliance review findings, including information about the officers of a Business, with appropriate regulatory and government bodies.

## REVIEW OF THE AGENCY’S DECISIONS

1. If a Business disagrees with a decision

18.1 A Business may ask the agency to conduct a review of a decision to:

1. refuse to approve the Business to use the EVoR service
2. impose an additional condition or vary the standard Terms on approval to use the EVoR service
3. suspend access to EVoR, or
4. withdraw the Business's approval to use the EVoR service.

18.2 A request to review a decision must be made in writing and be lodged within 14 days of the Business being notified of the decision. The request must include the reasons for seeking the review together with any information and evidence to support the request for review.

18.3 The review will be conducted by an officer not involved in the decision under review and the Business will be notified of the review decision within 28 days of the agency receiving the request for review. The review decision is final and there are no further merit reviews possible.

18.4 The Business initiating the review will be given a reasonable opportunity to make written submissions to the officer reviewing the decision before the final decision is made.

1. Provide feedback or lodge a complaint

19.1 The agency welcomes feedback on the operation of the EVoR service.

19.2 Where a Customer has complaints about the action of an EVoR Business, the agency may refer the details to relevant regulatory bodies for investigation and/or undertake an audit or review.

19.3 If the complaint relates to a breach of the EVoR Policy or Terms, the agency will investigate the matter and take necessary action.

19.4 If a Business has a complaint about the agency’s actions in regards to the EVoR service or the operation of the EVoR service—for example, availability of the service—the complaint can be made to the agency.

For more information go to servicesaustralia.gov.au/feedback