Villamanta
DISABILITY RIGHTS LEGAL SERVICE

Submissions to the
Joint Standing Committee on the NDIS
on

The Integrity of the National Disability Insurance Scheme

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Executive Summary

Our submissions focus on integrity issues related to the nexus between housing and supports, specifically Specialist Disability Accommodation and other housing arranged by providers of NDIS supports. Through our experiences working with NDIS participants and in the *Housing Justice Project* we have identified the following issues:

- Provider non-compliance with state and territory tenancy laws.
- Accommodation conditional on remaining with a particular provider.
- Exploitation of NDIS funding to subsidise rental payments.
- Insufficient oversight and intervention by the NDIS Quality and Safeguards Commission.
- Housing insecurity forcing participants to tolerate non-compliant or exploitative provider practices.

We then make and explain these recommendations:

- Implement clear enforceable compliance requirements for providers in relation to state and territory tenancy laws.
- Implement clear compliance requirements for NDIS accommodation providers as part of registration and ongoing approval.
- Strengthen proactive compliance monitoring and oversight by the NDIS Commission.
- Strengthen protections for participants reporting fraud or misuse of NDIS funding.
- Enhance capability within the NDIS Commission to identify and respond to tenancy-related non-compliance.
- Establish formalised information-sharing arrangements between Consumer Affairs Victoria and the NDIS Commission.
- Ensure adequately funded legal assistance and rights education for residents of Disability Accommodation.

Introduction

We thank the Joint Standing Committee on the NDIS (**the Committee**) for the invitation to provide a submission on this important topic.

A core component of Villamanta's work involves providing legal assistance to people living in disability accommodation. Villamanta is also the lead organisation for the *Housing Justice for People in Disability Accommodation* project, delivered in partnership with Victoria Legal Aid (**VLA**), the Victorian Advocacy League for Individuals with Disability (**VALID**), and the Centre for Innovative Justice (**CIJ**). This project seeks to promote and protect the rights of people living in Specialist Disability Accommodation (**SDA**).

This submission focuses on NDIS provider non-compliance affecting people living in disability accommodation. Through our casework in Victoria, we have observed the significant and often serious impacts that non-compliance relating to accommodation can have on the lives, rights and wellbeing of NDIS participants.

For the purposes of this submission, "disability accommodation" includes both SDA properties registered with the NDIA and unregistered properties operated by NDIS providers where accommodation and supports are delivered together. This includes, for example, Supported Independent Living (**SIL**) arrangements in which providers deliver both housing and supports (commonly referred to as 'SIL houses').

While our casework experience is limited to Victoria and the operation of Victorian tenancy laws, we understand that the issues identified are consistent across jurisdictions. Accordingly, the observations and recommendations outlined in this submission have broader national relevance and applicability.

Provider non-compliance with state tenancy laws

INTRODUCTION TO VICTORIAN TENANCY LAW REGARDING SDAS

From 1 July 2024 all SDA is now regulated under Part 12A of the *Residential Tenancies Act 1997* (Vic) (**RTA**). Part 12A is distinct compared to other states and territories frameworks because it extends protections beyond NDIA-registered SDA. In addition to residents living in registered SDA, it also applies to people living in properties where an NDIS provider delivers both daily living supports and accommodation.[1]

These properties are defined under the RTA as 'SDA dwellings'. The legislative intent was to capture arrangements such as the commonly referred to 'SIL houses', where accommodation and supports are bundled and controlled by the same provider.

However, in practice, the expanded definition of an SDA dwelling has generated significant confusion. The operation of Part 12A has not been widely promoted or actively regulated, resulting in many NDIS providers not recognising that they are operating SDA dwellings for the purposes of the RTA. This is particularly the case where providers are not registered SDA providers and residents do not receive NDIS SDA funding.

As a result, many NDIS participants are unaware of their tenancy rights, and providers are unaware of, or disregard, their legal obligations. This lack of clarity and oversight has contributed to widespread non-compliance. The following recurring issues have been identified in relation to both registered and non-registered SDA providers:

- Incorrect/unlawful rental agreements;
- Unlawful eviction attempts; and
- Misinformation provided to residents about tenancy rights.

Incorrect/unlawful rental agreements

Issues relating to incorrect/unlawful rental agreements include unlawful subletting and failure to use the correct agreement.

<u>Subletting without consent</u>

A persistent issue involves NDIS providers entering into a residential tenancy agreement with a landlord and then sub-letting the property to NDIS participants without the landlord's knowledge or consent. In many cases, providers charge participants significantly discounted rent, with the shortfall subsidised through the incomes received from participants' NDIS core or SIL funding.

This effectively prevents the participant from changing NDIS providers if the service is unacceptable. Removal of the NDIS provider can lead to them simply walking away, and failing to continue to pay the rent to the landlord. The participant may not actually understand that they are paying subsidised rent.

Where a provider has unlawfully sub-let a property, this breach of the RTA affords limited protection to the participant if the owner seeks possession (which they will likely do when the provider ceases rent payments). This risk is particularly high where the participant is unable to afford market rent to remain in the property independently, upon termination of the sub-tenancy.

<u>Failure to offer the correct agreement</u>

Under Part 12A of the RTA, residents living in an SDA dwelling must be offered an SDA residency agreement. A residential rental agreement may only be used where the resident has expressly agreed to this in preference to an SDA residency agreement. However, non-compliance with this requirement is common, particularly among non-registered SDA providers who are unaware of, or disregard, their obligations under Part 12A.

[1] s.498BA RTA.

Case Study 1 – Subletting without consent

Louise was living in accommodation arranged by her NDIS service provider, "Care", which also delivered her daily supports. Louise was not aware that Care had entered into a sub-letting arrangement for the property without the landlord's consent.

Care charged Louise significantly discounted rent, subsidising the cost with the income from core support in her NDIS plan. When Care later went into administration, it ceased paying rent to the landlord. As a result, the landlord applied to the Victorian Civil and Administrative Tribunal (**VCAT**) for possession of the property.

Because the sub-letting arrangement was unauthorised and Louise was unable to afford market rent to remain in the property independently, she was evicted. The resulting housing insecurity and stress associated with the eviction led to a significant deterioration in Louise's mental health and wellbeing. She became unable to engage with her NDIS supports and was forced to move into unsuitable temporary accommodation.

Providers frequently characterise accommodation arrangements using terms such as "transitional housing" or "temporary accommodation", even where residents have lived in the property for extended periods, often exceeding 12 months. Providers also commonly combine NDIS service agreements with tenancy arrangements, further blurring the distinction between accommodation and support services.

As a result, residents are frequently misled about their legal status and tenancy rights, and are unable to understand or enforce the protections available to them under the RTA.

Casework example

A SIL provider initially placed residents on short-term accommodation agreements and only transitioned them to SDA residency agreements if the provider assessed them to be "compatible" with the household. This practice denied residents early access to tenancy protections and placed their housing security at the discretion of the provider.

Unlawful eviction attempts

Through our casework, we have observed a range of unlawful eviction practices by NDIS providers, including:

- Providers exhausting a participant's NDIS funding and then attempting to evict the resident as a consequence.
- Issuing invalid Notices to Vacate, followed by harassment or intimidation where residents do not vacate by the date on the notice.
- Forceful and unlawful eviction attempts, including physical attendance at properties to harass or remove residents (see Case Study 2).

These practices often occur outside any lawful eviction process and create significant distress and housing insecurity for participants.

Casework example

A resident raised concerns with their provider about non-compliant practices. Shortly after, the resident was issued with a notice to vacate, with the provider asserting that the eviction was due to the participant's "bad behaviour".

Misinformation provided to residents about tenancy rights

Through our casework, we have identified repeated instances where providers misinform residents about their rights under tenancy law, including:

- SDA providers incorrectly advising residents on SDA residency agreements that they are required to provide extended or excessive notice periods if they wish to vacate.[2]
- Inclusion of unfair or unlawful terms in tenancy or residency agreements, such as clauses that waive right-of-entry protections and permit providers to enter the property at any time without notice.
- Access to the premises by a lock which service providers can open at any time, with or without consent, and refusal to allow participant to control who enters their home and when.
- Refusal to provide the participant with a key to the property, claiming 24/7 support is available and a key is not necessary.
- SIL providers preventing external NDIS support providers from entering the property, effectively restricting participants' choice and control.
- Providers requiring residents to pay for property damage that is a direct result of their disability, despite such liability being excluded under Part 12A of the RTA.

These practices contribute to confusion, undermine participants' autonomy, and prevent residents from exercising their legal tenancy rights.

Casework example

An SDA residence had an electronic lock which required a PIN code to be entered to open the front door. A female SDA resident with a past history of trauma came out of the shower to find a male support worker in her residence without consent. The provider stated that the SDA resident had agreed to this as a condition of their tenancy.

Case Study 2 – Unlawful eviction attempts

Jesse received SIL funding through their NDIS plan from the provider "Support 4 You". Support 4 You also arranged and provided Jesse's accommodation.

Approximately eight months later, Jesse requested that Support 4 You cease providing NDIS supports. In response, Support 4 You issued Jesse with a notice to vacate the property within five days. At the expiry of the five-day period, management representatives from Support 4 You attended the property and attempted to evict Jesse.

Support 4 You contacted police. Police advised that the attempted eviction was unlawful and directed Support 4 You staff to leave the premises. Despite this, Support 4 You attempted to access the property via the garage and contacted a locksmith to change the locks. The locksmith refused to carry out the request. Jesse barricaded themselves inside the property and experienced extreme distress while Support 4 You staff remained outside the premises until late afternoon.

Support 4 You later ceased paying rent to the landlord. As Support 4 You did not have the landlord's consent to sub-let the property to Jesse, they were ultimately evicted. Jesse's mental health deteriorated rapidly following these events, resulting in a hospital admission.

Villamanta escalated the matter to the NDIS Quality and Safeguards Commission and was required to advocate for the complaint to be accepted. The initial response from the Commission was that the matter was a tenancy issue and therefore outside its jurisdiction.

The complaint was eventually referred to the Fraud Fusion Taskforce, after which no further information was provided.

[2] Under Part 12A RTA, residents can immediately vacate an SDA.

Accommodation conditional on remaining with a particular provider

Tenancy agreements and NDIS service agreements are separate legal arrangements and must be treated as such. A participant's right to remain in accommodation cannot lawfully be made conditional on their continued use of a particular NDIS service provider. Providers must also comply with the NDIS Practice Standards where real or perceived conflicts of interest must be disclosed and appropriately managed.

This is not what we are seeing in practice.

Repeatedly participants are told that they must continue using a specific NDIS provider or risk losing their accommodation. In practice, this places participants in an untenable position, forcing them to choose between exercising choice and control over their supports or facing housing insecurity or homelessness. Where participants are unaware that such arrangements are unlawful, they are effectively coerced into remaining with providers they no longer wish to engage.

These arrangements are often reinforced through unfair and unlawful terms embedded in tenancy or residency agreements, requiring participants to use a specified NDIS service provider. In many cases, the agreements also provide for a substantial rent increase if the participant seeks to change providers, further discouraging the exercise of choice and control.

Our casework also indicates that these arrangements frequently involve landlord entities and service providers that appear unrelated, but basic company searches reveal that they are, in fact, related entities. Where entities are not formally related, they commonly have commercial arrangements through which both organisations financially benefit from the structure. This creates inherent conflicts of interest and incentivises providers to prioritise commercial outcomes over participants' housing security and rights.

Such practices undermine participant autonomy, erode the principles of the NDIS, and expose residents to heightened risks of exploitation and homelessness.

Case Study 3 – Conditional accommodation

John entered into a rental agreement with a landlord company, "P".

The weekly rent in the contract was $200; however, the lease included a clause requiring John to engage the NDIS service provider "Persistent Care" for a minimum of 25 hours of supports per week. If John failed to meet this requirement, the rent would increase to $500 per week with immediate effect.

John felt pressured to accept the lease terms in order to secure housing.

John wished to receive fewer than 25 hours of support and was dissatisfied with the services provided by Persistent Care. He feared that raising concerns or seeking to reduce supports would trigger an immediate rent increase under the lease. As a result, John avoided interacting with support staff and remained in his bedroom while they were present.

Company searches conducted by Villamanta identified that the directors of company P, Persistent Care, and the real estate agency were related, indicating potential collusion and conflicts of interest.

After John ceased receiving services from Persistent Care, the rent was increased in accordance with the lease clause. The rent increase was successfully challenged at VCAT and deemed an unfair term. The experience caused John significant distress and undermined his sense of housing security. He no longer felt able to remain at the property. The only suitable alternative accommodation available to John was located interstate. While he did not wish to relocate, he felt he had no other viable option.

Misuse of participants' NDIS funding as a subsidy for rental payments

Participants receiving SIL funding represent a high-value and high-needs cohort within the NDIS. As at 31 December 2025, there were 36,755 participants receiving SIL supports,[3] with an average total NDIS plan budget of $487,300.[4] This is substantially higher than both the median ($19,300) and the average ($66,700) plan budgets for all NDIS participants.[5] These figures reflect the significant and ongoing support needs of participants in SIL and underscore the heightened risks associated with provider non-compliance. They also point to the necessity for stronger oversight and safeguarding mechanisms within this part of the scheme.

Through our casework, Villamanta has encountered numerous examples of NDIS providers misusing participants' NDIS funding to subsidise accommodation costs or other non-NDIS expenses. This often occurs through fraudulent or inappropriate claims made against participants' plans, in exchange for providers covering costs such as rent, offering heavily subsidised incentives such as food or event vouchers. In some instances, providers have threatened eviction if participants refused to approve payment for supports that were not delivered.

Participants frequently seek legal assistance only after the relationship with the provider has deteriorated, or once they become aware that the arrangements they entered into are not lawful. This delay is understandable given the complexity of the NDIS and the inherent vulnerability of participants. NDIS participants, by definition, have permanent and significant disabilities, and many rely on their provider not only for daily supports but also for housing stability.

While participants are responsible for understanding how their NDIS plans may be used, there is a clear and significant power imbalance where a provider controls both accommodation and access to supports. This dynamic can discourage participants from questioning provider practices or refusing non-compliant arrangements.

Case Study 4 – Misuse of funding

Jack is an NDIS participant with an acquired brain injury and brain cancer. At the time of events, he was experiencing homelessness and seeking stable, suitable accommodation.

Jack connected with a provider, "Mountain Care", through Facebook and entered into a combined accommodation and support arrangement with them.

Mountain Care did not have the property owner's consent to sub-let the accommodation.

Mountain Care offered Jack rent-free accommodation, shopping vouchers, and assurances of safe and stable housing, on the condition that he use them exclusively for his NDIS supports.

Jack felt compelled to continue using Mountain Care's supports despite concerns about suspected fraudulent conduct and the poor quality of supports provided.

After approximately one year, Mountain Care issued Jack an email giving him two weeks' notice to vacate. As the notice was unlawful, Jack did not vacate. Following this, Jack was subjected to ongoing harassment and threats that he would be required to repay a year's worth of rent.

Mountain Care subsequently ceased paying rent to the head landlord. As a result, the landlord applied to VCAT, and Jack was evicted and returned to homelessness due to their fear of entering into a similar arrangement again.

Even where participants become aware that fraudulent activity has occurred, many are reluctant to report the conduct. Participants may fear that reporting misuse of funds will result in a debt being

[3] NDIA Quarterly Report 2025-26 Q2, p 69.
[4] NDIA Quarterly Report 2025-26 Q2, p 70.
[5] NDIA Quarterly Report 2025-26 Q2, p 79.

raised against them by the NDIA, despite the conduct being driven by provider behaviour. This fear creates a chilling effect of under-reporting and allows non-compliant practices to persist.

Participants must be able to report suspected fraud or misuse of NDIS funding without fear of adverse consequences, particularly where they have been coerced, misled, or placed in unsafe positions by providers. Strengthened safeguards, clear guidance, and coordinated regulatory responses are necessary to address these practices and ensure that participants in SIL are protected from exploitation linked to their housing and support arrangements.

Insufficient oversight and intervention by the NDIS Quality and Safeguards Commission

Our casework indicates that oversight and enforcement by the NDIS Quality and Safeguards Commission (**NDIS Commission**) is currently insufficient to address provider non-compliance affecting participants living in disability accommodation, particularly in relation to SIL arrangements and so-called 'SIL houses'.

A key concern is the limited awareness and understanding within the NDIS Commission of Victorian tenancy laws and the operation of Part 12A of the RTA. This lack of understanding appears to result in complaints being categorised as "tenancy matters" and therefore treated as outside the Commission's jurisdiction, even where the conduct clearly involves provider behaviour that engages safeguarding obligations and the NDIS Practice Standards.

Complaints made to the NDIS Commission about serious provider conduct, particularly involving SIL houses where accommodation and supports are intertwined, often result in no visible regulatory action. This is despite clear indicators of non-compliance, exploitation, or coercion. Case Study 2 provides a clear example of the Commission's response to a serious breach, where unlawful eviction attempts and provider misconduct were initially dismissed as tenancy issues rather than addressed as safeguarding failures.

Under Part 12A of the RTA both registered and non-registered SDA providers operating SDA dwellings are required to register SDA residency agreements with Consumer Affairs Victoria (**CAV**). Providers are also required to notify CAV when Notices to Vacate are issued.[6] These requirements mean that CAV holds critical information relevant to provider conduct, tenancy security, and patterns of potential non-compliance within disability accommodation.

Despite this overlap in regulatory responsibility, there is currently no formal information-sharing or collaboration framework between the NDIS Commission and CAV. The absence of coordinated oversight significantly undermines effective regulation of the disability accommodation market. Both regulators would benefit from formalised information-sharing arrangements to better identify systemic issues, respond to emerging risks, and take timely enforcement action where providers are using accommodation arrangements to exert control over participants or engage in non-compliant practices.

Without improved regulatory coordination, education, and intervention, providers continue to operate in a regulatory gap, and participants remain exposed to harm, housing insecurity, and exploitation. Strengthening the NDIS Commission's understanding of state-based tenancy protections and embedding collaboration with tenancy regulators is critical to improving safeguarding outcomes for participants living in disability accommodation.

From 19 May 2025, the NDIA began introducing funding periods into participants' plans, with one stated objective being to respond to "any risks of harm, fraud or financial exploitation."[7] SIL funding is now generally approved in monthly funding periods. This means that providers are no longer able to claim the entirety of a participant's SIL budget within a short timeframe, which has some effect in limiting large-scale fraudulent claiming.

However, our concern is that funding periods may create new risks for participants where fraudulent or non-compliant providers respond by unlawfully evicting residents once a funding period amount has been exhausted. In these circumstances, while the overall amount of fraud may be reduced due to monthly claiming limits, the individual impact on participants may be significantly more severe. Participants may be threatened with, or subjected to, eviction each time a funding period limit is reached, increasing their risk of housing insecurity and homelessness.

Funding periods do not resolve the underlying problem and may also inadvertently increase harm to participants when they need to flexibly utilise their funding for crisis situations.

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[6] In reality, we do not know how many participants are unlawfully evicted without notification being made.
[7] https://www.ndis.gov.au/news/10721-changes-ndis-funding-periods.

Housing insecurity forcing participants to tolerate non-compliant or exploitative provider practice

A common theme across our casework is the extent to which housing insecurity compels NDIS participants to tolerate provider conduct that is non-compliant, coercive, or exploitative. Where a provider controls access to accommodation, participants are often reluctant to challenge unlawful practices or assert their rights for fear of losing their housing.

Participants frequently report being directly or indirectly discouraged from raising concerns. In some cases, participants have been explicitly told that their rent will increase if they continue to complain about provider conduct. Others have reported being warned that their rent will increase if they attempt to change NDIS service providers. These threats create a powerful disincentive to exercise choice and control and undermine the core principles of the NDIS.

In practice, this fear prevents participants from pursuing complaints to the NDIS Commission, CAV, or seeking legal advice. Participants often prioritise maintaining housing stability over enforcing their rights, even where they are aware that a provider's conduct may be unlawful. For participants who have previously experienced homelessness, institutionalisation, or repeated housing breakdowns, the risk of losing accommodation is perceived as too great.

Housing insecurity also affects participants at the commencement of accommodation arrangements. Some participants report being fearful of requesting the correct SDA residency agreement at the start of a tenancy, despite being entitled to one under Part 12A of the RTA. Participants have expressed concern that asserting this right may result in the accommodation offer being withdrawn entirely. As a result, participants may enter into inappropriate or unlawful agreements that provide them with fewer protections and entrench provider control from the outset.

Participants may lack independent advocacy or legal support at the time decisions are made, and provider messaging often positions non-compliant arrangements as standard or unavoidable.

Our recommendations

We acknowledge the recent work of the NDIS Commission in introducing mandatory registration for SIL providers. We also note that the NDIS Commission is currently developing SIL Practice Standards addressing tenancy, housing, and support arrangements.

However, these reforms will only lead to improved outcomes for participants if they are accompanied by robust monitoring, enforcement, and regulatory capability, including where non-compliance is identified or reported. Our recommendations address critical elements that must be embedded within the SIL Practice Standards and the NDIS Commission's broader regulatory approach to meaningfully strengthen safeguards for people living in disability accommodation.

Implement clear enforceable compliance requirements for providers in relation to state and territory tenancy laws

Where an NDIS provider delivers accommodation, the NDIS Commission must have clear mechanisms to ensure compliance with all relevant state and territory tenancy laws.

This should include:

- Clear guidance to providers on the application of state and territory tenancy legislation and the role of relevant tenancy regulators.
- Requirements that providers maintain ongoing compliance with tenancy, building, and safety standards.
- Processes to ensure participants are supported to access independent advocacy and/or legal assistance where tenancy disputes or disagreements arise.

The NDIS Commission must take timely and effective enforcement action where providers breach tenancy and accommodation-related obligations.

Implement clear compliance requirements for NDIS accommodation providers as part of registration and ongoing approval

The SIL Practice Standards addressing tenancy, housing, and support arrangements must clearly establish that:

- Tenancy agreements and NDIS service agreements are separate legal documents and distinct sources of rights and obligations.
- A participant's tenancy must not be made contingent on receiving services from a particular NDIS provider.
- Participants have the right to change service providers without jeopardising their accommodation.
- Participants should be actively supported to access independent advocacy or legal assistance when issues arise.

Providers must be required to demonstrate that:

- Participants are supported to understand the terms and conditions of both their service agreements and tenancy or residency agreements.
- Information is provided in accessible formats and communication modes appropriate to the participant.
- Participants understand and can exercise their right to choice and control.

Eviction processes must comply with state-based tenancy requirements, including notification obligations to CAV where applicable, and information about rights must be readily available and in an accessible format to participants.

To prevent regulatory avoidance, these requirements must not be limited to providers funded strictly under SIL line items. In practice, many providers use other NDIS funding categories (such as Core Supports) to deliver combined accommodation and support arrangements. The Practice Standards

should apply to any NDIS provider delivering tenancy together with NDIS-funded supports, irrespective of the funding line item used.

STRENGTHEN PROACTIVE COMPLIANCE MONITORING AND OVERSIGHT BY THE NDIS COMMISSION

The NDIS Commission should adopt a proactive compliance monitoring framework requiring providers to demonstrate, on an ongoing basis, that:

- Where a provider (or closely related entities) delivers both accommodation and NDIS supports, there are genuinely separate tenancy and service agreements.
- Any real or perceived conflicts of interest are disclosed, clearly explained to participants, and actively managed.
- Participants are informed, in accessible language and formats, that accommodation is not contingent on service provision.
- Providers have clear, participant-centred policies and procedures to support:
  - Partial or full changes of SIL providers;
  - Raising concerns or complaints without fear of retribution affecting accommodation or supports; and
  - Access to independent advocacy or legal assistance.

Providers should also be required to share accessible information with participants about their tenancy rights and relevant complaint pathways.

In summary, providers should be required to produce evidence to the NDIS Commission demonstrating:

- Separate tenancy and service agreements;
- Property ownership or sub-letting arrangements, including evidence of owner consent;
- Participant-centred processes for house sharing and compatibility decisions;
- Policies supporting provider transfer or partial service changes;
- Disclosure and management of related entities and conflicts of interest;
- How participants were supported to understand agreements;
- Registration of accommodation properties with the Commission; and
- Compliance with relevant state and territory tenancy laws.

We also recommend the introduction of mandatory company and ownership searches as part of SDA and SIL registration and audit processes. These searches are low-cost and practical and would assist the Commission to identify related entities and conflicts of interest at an early stage. Identified related entities should be recorded by the Commission.

To further strengthen market oversight and transparency, consideration should be given to requiring NDIS providers who deliver both tenancy and NDIS supports, to register properties leased to participants with the NDIS Commission.

STRENGTHEN PROTECTIONS FOR PARTICIPANTS REPORTING FRAUD OR MISUSE OF NDIS FUNDING

Participants must be able to report suspected fraud or misuse of NDIS funding without fear of retaliation, loss of accommodation, or the raising of inappropriate debts against them.

Safeguards should include:

- Clear guidance to participants regarding processes to report misuse of funds resulting from provider conduct.
- Procedures ensuring reports of fraud are treated as safeguarding issues where accommodation or coercion is involved.
- Coordination between the NDIA and the NDIS Commission to ensure participants are not penalised for reporting provider misconduct.

Enhance capability within the NDIS Commission to identify and respond to tenancy-related non-compliance

The NDIS Commission must be equipped to recognise and respond to provider conduct that breaches state and territory tenancy laws, particularly where such conduct intersects with safeguarding risks.

This requires:

- Targeted education and training for Commission staff on tenancy frameworks, including Part 12A of the RTA.
- Clear internal escalation pathways for complaints involving accommodation eviction or threats to evict.
- Adequate resourcing to support responsive monitoring and enforcement in this area.

Formalised information sharing arrangements between CAV[8] and the NDIS Commission

In Victoria, CAV is required to be notified of SDA residency agreements and the issuance of notices to vacate and temporary relocation notices. We recommend the establishment of a formal information-sharing protocol between CAV and the NDIS Commission.

Such a protocol would enable:

- Identification of providers engaging in repeated eviction or relocation practices.
- Early detection of systemic non-compliance.
- Coordinated regulatory responses and enforcement action.

Information sharing between regulators is essential to improving oversight, safeguarding participants, and preventing providers from operating within regulatory gaps.

Ensure adequately funded legal assistance and rights education for residents of disability accommodation

Effective safeguards for people living in disability accommodation cannot be achieved without accessible, independent legal assistance and education about tenancy and NDIS related rights. Across our casework, participants consistently lack awareness of their legal rights and obligations, particularly in relation to tenancy protections under state and territory law and the separation between accommodation and service provision.

Housing insecurity, combined with the complexity of the NDIS and tenancy frameworks, creates a significant power imbalance between providers and participants. This imbalance is exacerbated where providers control both housing and supports, and where participants fear raising concerns due to the risk of eviction or withdrawal of services. As a result, non-compliant and unlawful practices often go unchallenged until harm has already occurred.

We recommend that:

- Dedicated, ongoing funding be provided for specialist legal services and advocacy organisations to deliver advice, representation, and assistance for people living in disability accommodation.
- Independent legal assistance be available at critical points, including if required at the commencement of accommodation arrangements, during provider transitions, and where eviction or tenancy disputes arise.
- Targeted education programs be funded to provide residents with clear, accessible information about their tenancy rights, NDIS choice and control, and complaint pathways.
- Rights education materials be developed in accessible formats, including Easy English and alternative communication modes, and delivered independently of service providers.

Without education and legal support for residents, regulatory reforms and practice standards alone are insufficient to prevent non-compliance and exploitation.

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[8] And other state and territory counterparts.

About Villamanta Disability Rights Legal Service Inc.

Villamanta Disability Rights Legal Service Inc. (**Villamanta**) has been providing Victorian statewide advocacy and legal services to people with disability since 1990.

We want an equal Victorian community for people with disability. We promote laws and systems that protect human rights. We work alongside people with disability to advocate on legal problems.

We want to see these outcomes.

- More people with disability, especially those with cognitive impairment, get legal advocacy.
- People with disability feel more confident to self-advocate.
- Legal services get better at being easy to use.
- Laws and systems do a better job at making the community equal for people with disability.

We are funded to provide advocacy under the National Disability Advocacy Program, NDIS Appeals, the Victorian Legal Services Board and Commissioner and the National Legal Assistance Partnership Agreement.