

# PLAN OF MANAGEMENT

## NEW GENERATION BOARDING HOUSE

### 195-197 SYDNEY RD FAIRLIGHT

PREPARED BY MICRONEST PTY LTD ON 3 OCT 2018

## 1 INTRODUCTION

MicroNest Pty Ltd has been requested to prepare a Plan of Management to accompany a development application to Northern Beaches Council (“the Council”) for the establishment of a boarding house at 195-197 Sydney Rd Fairlight (“the Asset”).

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## 2 THE SITE

The site of the proposed Asset is:

Address: 195 Sydney Road, Fairlight, 2094. Lot /Plan no: 87/DP1729; and

Address: 197 Sydney Road, Fairlight, 2094. Lot/Section/Plan no: 2/DP589654

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## 3 THE ASSET DEVELOPMENT

The Asset comprises the following:

- 74 boarding rooms
- 1 manager's room
- 38 car parking spaces including 3 accessible car parking spaces and 1 for staff
- 15 bicycle parking spaces
- 15 motorcycle parking spaces
- storage areas (bulky Goods and General Storage)
- indoor and outdoor communal areas (135sqm)

Table 1 provides a summary of the boarding rooms.

**Table 1: Summary of Boarding Rooms: apartment sizes and room numbers**

**Typical Apartment Sizes:**

**summary - typical apartment sizes**

	apartment	balcony	percent	no. apts
Type 1	22 m <sup>2</sup>	3.8 m <sup>2</sup>	52%	39
Type 1.5	20 m <sup>2</sup>	1.5 m <sup>2</sup>	27%	20
Type 2.0	23 m <sup>2</sup>	4 m <sup>2</sup>	9%	7
Type 2.0 DDA	25 m <sup>2</sup>	4 m <sup>2</sup>	5%	4
Type 2.5	25 m <sup>2</sup>	1.4 m <sup>2</sup>	5%	4
<b>total apartments (boarding house)</b>		20.5	99%	74
Type 2.0 managers	23 m <sup>2</sup>	11 m <sup>2</sup>	1%	1
<b>total apartments (all)</b>			100%	75
<b>Total Communal Area</b>	135 m <sup>2</sup>			4

**Summary Room Numbers:**

**BLOCK A**

LEVEL	SINGLE ROOMS	TOTAL DOUBLE ROOMS
5	0	0
4	6	2
3	2	8
2	2	8
1	4	6
<b>TOTAL</b>	<b>14</b>	<b>24</b>

**BLOCK B**

LEVEL	SINGLE ROOMS	TOTAL DOUBLE ROOMS
5	4	6
4	2	7
3	4	7
2	0	7
1	0	0
<b>TOTAL</b>	<b>10</b>	<b>27</b>

- **51 Double Rooms** with a maximum of 102 Residents
- **24 Single Rooms**
- **TOTAL RESIDENTS: 126 AT ANY TIME**

## 4 PLAN OF MANAGEMENT

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### 4.1 Purpose of the Plan of Management

The purpose of this Plan of Management (“PoM”) is to outline the operational management controls which will apply to the boarding house at the Site to:

- Ensure an acceptable level of amenity, safety and privacy to meet the needs of Residents
- Minimise the adverse impacts to adjoining properties, neighbours and the locality
- Maintain the internal and external appearance of the boarding house
- Identify a procedure for reporting, processing and resolving complaints
- Make provision for the PoM to be amended, as necessary over time, with the approval of the Council, in order to facilitate timely and responsive operational changes to improve and maintain residential amenity both within and external to the Site

### 4.2 Registration of Boarding House

The Boarding House will be registered with the relevant State government authority and the Council.

### 4.3 Access to Plan of Management

A copy of the PoM will be provided to each Resident and will be made available to all persons involved in the operation and management of the boarding house.

The PoM will be available for viewing within either the communal living area or kitchen area (if provided) of the boarding house and will be made available on request to a Site Manager.

### 4.4 Management and Supervision

The boarding house is to be managed by a Site Manager who will be contactable 24 hours a day, 7 days a week.

The contact details for the Site Manager will be placed on each of the community notice boards required to be installed. The Manager's details are as follows:

Name: .....

Contact phone number: .....

The name and contact details of the Site Manager will be provided to the Council. Any changes must be notified to Council immediately.

A clearly visible sign with the name and telephone number of a Site Manager will be displayed externally at the front entrance of the boarding house and internally in the common area.

The Site Manager will be responsible for the operation, administration, cleanliness and fire safety of the premises, including compliance with the conditions of both the PoM and the Development Consent for the boarding house.

The Site manager is employed by MicroNest and is supervised by the MicroNest Management team.

#### 4.5 Site Manager's Responsibilities

The Site Manager will monitor and supervise the following aspects of the boarding house:

##### House Rules

A sample of the House Rules is contained in Attachment One.

The House Rules will be prominently displayed in the common areas and entry point of the boarding house.

The House Rules will be attached to the Lease Agreement of each Resident and will require mandatory compliance.

The Site Manager will ensure that the occupants comply with the House Rules. If the House Rules are broken, the Site Manager will deal with the non-compliance within 24 hours and issue a notice in writing of the breach of the rules with a requirement that the breach ceases immediately.

Any Resident may request a meeting with the Site Manager to discuss the issue.

The Site Manager will keep a Register containing details of any breach of the House Rules and the measures employed to remedy that breach.

The Site Manager will keep minutes of meetings and attach these minutes to the Register.

##### Occupancy Rate

The maximum Resident number for each room will be documented in the Lease Agreement between the landlord and the tenant (Resident). There will be frequent inspections of each room to ensure compliance with the Lease Agreement and House Rules. The following notices must be displayed on the premises:

**a)** A sign indicating the permissible maximum length of time during which a person may board or lodge in the premises displayed to public view outside the premises.

**b)** A schedule showing the numeral designating each bedroom and dormitory and the number of person permitted to be accommodated in each must be conspicuously displayed within the premises.

Each bedroom must be numbered in accordance with the schedule and must be displayed clearly on the door of the room. Within each bedroom, a sign is to be clearly displayed indicating the maximum number of persons allowed to be accommodated in the boarding bedroom.

### Impact to adjoining premises

This will be managed through the House Rules (refer to Attachment One) as well as any complaints received from neighbouring residents.

A 24 hour contact number will be displayed on the outside of the building to ensure any complaints are promptly addressed.

The Site Manager will ensure that noise from the boarding house does not unreasonably impact surrounding residents and neighbours. This includes ensuring occupants adhere to the House Rules in relation to noise emanating from the boarding house (including common living areas and outdoor communal areas).

### Complaint Register

A complaint register will be maintained by the Site Manager. All complaints logged will be recorded in this register and be available for the Council inspection (please refer to Part 4.11).

### Waste minimisation and recycling

The Site Manager will ensure that a cleaner attends the boarding house weekly to ensure that the common areas, private open space, car parking and general outside areas of the boarding house are kept clean, tidy and disinfected to a professional standard.

Each room will be provided with a waste disposal container.

The Site Manager will ensure that Residents place all non-recyclable waste in the garbage bins and that all recyclable waste is placed in the recycling bins provided.

### Safety and Security

Internal signage will be prominently displayed to provide the Site Manager's contact details, as well as emergency contact numbers for essential services such as fire, ambulance, police, and utilities such as gas, electricity, plumbing, locksmith, security and cleaning services.

The Site Manager will provide occupants with a key to their room and the common areas once they have entered into a Lease Agreement.

The Site Manager will check equipment, fittings and furnishings and maintain them in safe working order.

If equipment is identified as unusable, these items will be tagged appropriately and a replacement or repair organised within a reasonable period.

The Site Manager will ensure laundry facilities are maintained in safe working order within each room or within common laundry areas (whichever is applicable).

#### Tenant Selection

The Site Manager will ensure that all tenants submit a tenancy application, together with appropriate identification and verification checks prior to entering into a Lease Agreement.

MicroNest will screen all tenants through the National Tenancy Database, criminal record, employment and reference checks.

The Manager will allocate boarding rooms on a first come basis with the accessible rooms to be allocated last.

Priority for the accessible rooms will be given to those in need of accessible facilities. If all rooms are occupied when a Resident needing accessible facilities seeks accommodation at the boarding house, they will be placed at the top of a waiting list.

If a person not in need of accessible facilities occupies an accessible room and another non-accessible room becomes available, they will be asked to move to allow those on a waiting list who are in need of accessible facilities to be allocated the accessible room.

#### 4.6 Access to Boarding House

The boarding house is to be accessible 24 hours a day, 7 days a week and, where necessary, through the use of a security card to access particular areas of the boarding house (i.e. underground parking if provided). Alternatively, access is to be provided by appointment with the Site Manager.

The opening hours of the communal areas shall be as follows, unless separately agreed with the Site Manager.

##### Outdoor communal areas

The outdoor communal areas will be available for use of the Residents, at all times, between 7:30am and 9:00pm, 7 days a week.

##### Indoor communal areas

The indoor communal areas will be available for use of Residents at all times between 6:00am and 10:00pm, 7 days a week.

#### Communal kitchen

The communal kitchen (if provided) will be available for use of the Residents, at all times, between the hours of 5:00am and 12 midnight, 7 days per week.

#### Communal laundry areas

If communal laundry areas are provided they will be available for use at all times between 6:00am and 10:00pm, 7 days a week.

### 4.7 Occupation of Boarding House

A maximum of two (2) Residents are permitted in each double bed boarding room which will be nominated on the Lease Agreement. A maximum of one (1) Resident is permitted in each single bed boarding room which will be nominated on the Lease Agreement.

Residents will be provided with the following:

- I. A copy of this Plan of Management.
- II. A copy of their Lease Agreement. Rooms are to be leased for a minimum period of 3 months.
- III. One (1) key per occupant to access their bedroom and designated communal areas as deemed necessary by the Site Manager.
- IV. Access to all nominated communal areas deemed necessary by the Site Manager including basement vehicle parking (if provided) unless specified differently as part of the Resident's Lease Agreement.
- V. Working door locks to individual rooms.
- VI. A waste disposal container.
- VII. Adequate furniture to ensure that the amenity of the residents is maintained, including: bed, wardrobe, table, chair, lamp, waste and recycling containers, window coverings, phone connection, electrical power points (x2), television outlet, sink and cupboard space
- VIII. Working laundry facilities in the form of a washing machine and dryer or communal laundry facilities if individual facilities are not available.
- IX. A copy of the Fire Safety Plan.
- X. Fittings, equipment and furnishings which are maintained in safe working order.



- XI. Soaps, cleaning facilities and cooking implements such as pots and pans in the common kitchen area (if provided).

#### 4.8 Visitors

Any visitors will be accompanied at all times by a Resident of the boarding house. Visitors are only permitted on-site between 7:30am and 10pm, 7 days a week.

Residents must sign in any visitors.

Visitors will conduct themselves in a responsible and courteous manner while on the premises so as not to negatively impact the amenity of other Residents and surrounding residents.

Residents are responsible for ensuring all visitors comply with the House Rules outlined in Attachment One. Failure to do so may result in visitors, and in certain cases Residents, being evicted from the boarding house.

#### 4.9 Fire Safety

The boarding house will comply with essential fire safety measures outlined in *the Environmental Planning and Assessment Regulation 2000*, including but not limited to the following:

- I. a copy of the annual fire safety statement and current fire safety schedule for the boarding house will be prominently displayed in the boarding house entry area.
- II. a floor plan will be permanently fixed to the inside of the door of each room to indicate the available emergency egress routes.
- III. the Site Manager will be trained in relation to the operation of the approved Emergency Management and Evacuation Plan.
- IV. the boarding house will obtain annual certification for the essential fire safety measures to comply with the Environmental Planning and Assessment Regulation 2000.

#### 4.10 Notice Board

Appropriate notice boards will be placed around the boarding house to provide information to occupants. The notice boards are to be placed at the following locations to ensure equitable access to all Residents:

- I. Within the entrance foyer and outside the Site Manager's Office, and/or in the communal lounge room of the boarding house.
- II. On the ground floor opposite the lift.

#### 4.11 Complaint Register

The Site Manager is to maintain a Complaint register of both public (external) and Resident (internal) complaints.

The Complaint register will contain forms to be completed by the Site Manager, Residents and/or complainants. The form is to record the name, address, phone number and date of any person making a complaint and the details of the complaint. Only complaints where all the above information is given are to be recorded in the Complaint Register.

The Site Manager will respond to a complaint whether written or oral within 24 hours and provide the reference number of the complaint.

The Site Manager will respond within 7 days to a complaint in writing. Should more than 7 days be required to respond to the complaint, the Site Manager will advise the complainant of why additional time is required to address the issue and provide an approximate time frame to enable a response.

The complainant may request a meeting with the Site Manager to discuss the issue. The Site Manager will keep minutes of any such meeting and attach the minutes to the Complaint Register.

Incident Reports can be lodged by any person relating to an incident, crime, or nuisance associated with the premises. An Incident Report form will be made available by the Site Manager upon request. Incident Reports will be lodged with the Site Manager and actioned in accordance with the procedure outlined above.

#### 4.12 Pets

No pets are allowed within the boarding house without the prior approval of the Site Manager.

#### 4.13 Review of Plan of Management

The PoM will be reviewed on an annual basis by MicroNest and completed prior to 30 June of each year.

MicroNest is responsible for overseeing each annual review and amending the PoM as necessary, to ensure the best practice and superior standards are in place at all times and all relevant regulation is being followed.

Modification to the PoM must be consistent with the conditions of consent and any modified PoM will be forwarded to the Council.

The PoM (including House Rules) may be varied from time to time by the Council, on the application of MicroNest, without the need for formal modification of the development consent.

Once modified, the Site Manager will provide an updated copy of the PoM to all occupants.

# ATTACHMENT ONE: House Rules

# House Rules – MicroNest Property

## Definitions

- Rules: House Rules as set out below
- Room Key or Key: swipe access card for room / common areas
- Resident: customer residing at a MicroNest property
- Lease Agreement: residential Lease Agreement between MicroNest and Resident outlining the terms for occupying a Room
- Guest or Visitor: anyone who does not reside at MicroNest property
- MicroNest: Site Manager mainly but also customer service staff, general manager, maintenance and accounts assistants etc.

## Introduction

House Rules are a supplement to the Lease Agreement and any applicable legislative provisions aimed at providing guidance and additional information on standard MicroNest policies and procedures.

- Residents are required to comply with the Rules during their stay.
- MicroNest will give notice to all existing Residents on changes in House Rules at least 7 days before the change takes effect unless the Lease Agreement starts less than 7 days before the change.
- Failure to comply with the Rules and any update or variation of them will constitute a failure to comply with the provisions of the Lease Agreement and may lead to disciplinary actions including, but not limited to written warnings, the Lease Agreement termination and eviction.

## Induction

- Residents are required to attend compulsory induction within the first 72 hours of moving in as per the induction schedule provided upon check in.
- Inductions cover fire safety, maintenance, the residential life program, health and safety, MicroNest support and other property systems to ensure Resident safety, security and wellbeing

## Access and Security

MicroNest has robust policies and procedures in place to provide Residents with a safe and secure environment, however Residents must ensure the following measures are taken to maintain an appropriate level of security:

- The front door of the premises is to be locked at all times. Please do not let anyone in the premises who has no legitimate reason to be there.
- Room Keys must not be left unattended.

- Room Keys are for individual use only and must not be shared with other Residents or non-residents at any time.
- When leaving the Room all doors and windows must be locked.
- Residents must not access unauthorised areas of the property (e.g. roof areas, control rooms etc.) under any circumstances.
- Residents must not obstruct access to fire exists, wheelchair ramps, property access points or Room/apartment doors.
- If a Resident is locked out of the Room appropriate identification must be provided to gain access to the Room (may result in a fee being charged).
- If a Resident loses their Key appropriate identification must be provided for a Key to be re-issued (a fee will be charged).
- Residents must report any suspicious people or behaviour to MicroNest;
- Trespassers and any persons deemed to be unauthorised by the MicroNest team will be asked to leave the property immediately and may be reported to authorities

### Room Inspections

- MicroNest conducts regular and frequent (monthly or fortnightly) Room inspections to identify potential issues and hazards and ensure that health, safety and cleanliness standards are maintained at a high level.
- Residents are expected to pass inspections and adhere to the prescribed standards.
- Failure to pass inspections will result in charges for professional cleaners and/or trade professionals to return the Room to the original condition (fees on-charged to Residents).
- Except as otherwise outlined in the Lease Agreement or these Rules, all Residents are entitled to privacy and quiet enjoyment of their Rooms.
- MicroNest reserves the right to enter any Room on the following basis:
  - I. General Inspection: Notice Period of 7 days
  - II. Standard Repairs and maintenance by MicroNest: Notice Period of 2 days
  - III. Resident Requested Repairs and maintenance: Notice Period None
  - IV. Emergencies: Notice Period None
  - V. Civil and Administrative Tribunal Order: Notice Period None

Suspensions that a Resident or their Guest or Visitor is in breach of the Lease Agreement or these Rules: Notice Period None

## Maintenance of rooms

Residents are required to maintain their Rooms and common areas in a clean and presentable state at all times:

- No posters or flyers are allowed to be put on windows or anywhere in common areas.
- No items including laundry and towels can be hung over the balcony, terrace or window ledge.
- Furniture provided in Rooms must not be moved from the area.
- Items that leave scratches, holes or marks on the walls, ceilings or anywhere else are not allowed to be used anywhere in the Room
- Small pieces of furniture such as freestanding shelves or side tables can be brought into the Room. But, altering, re-painting or adding any permanent fixtures that require attaching to the walls, ceilings or floors is not permitted.
- Large pieces of furniture, large musical instruments, air mattresses and other inflatable furniture are not allowed in the Room.
- Any items left behind upon check-out will incur cleaning and removal fee which will be deducted from the bond.
- Any additional electrical items such as dishwashers, fridges, freezers, tumble dryers or washing machines are not allowed to be brought into Rooms.
- MicroNest may approve some items into Room such as paintings as it understand that residents may want to feel at home and as such to alter their Room accordingly. Residents need to obtain a written approval by MicroNest before any item installation/room alterations.

Residents must maintain their rooms:

- in a clean manner
- in a way which does not interfere with the reasonable comfort of other residents
- in a way which does not create a fire or health hazard.

Residents must not intentionally or recklessly damage or destroy any part of their Rooms or a facility of the boarding House.

## Damage or Loss

Any loss or damage to MicroNest property including carpet/floor damage by a Resident or their Guests will result in charges.

- If the damage is in a Resident Room, the Resident will be responsible for cleaning and or repair costs.
- If the damage is in a common area of the room it will be charged equally between the Residents, unless one person admits to the damage.
- Residents who receive an invoice from MicroNest for payment of costs to restore any damaged property must make payment or

dispute the charge within seven days after the invoice date. Contact the MicroNest team on how to dispute the charges.

- Any invoices not challenged within the seven-day period will no longer be subject to review and must be paid immediately.

### Cleaning maintenance

Residents must keep their Room and shared areas clean to ensure the prescribed standards of hygiene and cleanliness are maintained. Any cleanliness issues or complaints regarding unhygienic areas or risks to health and safety may result in professional cleaning being required, this cost will be payable by the Residents.

### Pest Control

Residents are expected to maintain good housekeeping in their Room and shared areas and ensure appropriate measures are taken to prevent infestations. If an infestation has been found to be caused by a Resident, the Resident will be charged for the cost incurred to eradicate the infestation.

### Garbage

- Residents must ensure all garbage from rooms is emptied regularly.
- Garbage is to be enclosed in a plastic bag (tied at the top) and placed in the bins in the garbage area.
- Residents must not place any garbage outside the apartment, next to or on top of bins.
- No domestic rubbish, food scraps, food wrappers, goods or materials are to be left in the hallways, common areas or outside the boarding house.
- Residents must not throw garbage or any items from windows, balconies, terraces or rooftops.
- If there are garbage chutes in the property Residents must not put any glass, sharp objects, bulky items, cardboard boxes, open food containers into the chute.
- Residents must recycle where possible.

### Resident and guest behaviour

- 24/7 CCTV recording is in place to ensure safety. In case of any breach of this clause a Resident responsible will be charged with an associated fee.
- Residents and their guests must not interfere with the reasonable peace, comfort and privacy of other residents and neighbouring properties.

### Guests

- Residents must make sure their guests are aware of, and follow, the House Rules. No guests are allowed into the boarding house before 7:30am and after 10:00pm.
- Residents are responsible for their Guests and Visitors and will be accountable for any misconduct, injury to any person or property damage caused by them.
- Recipients of a bill for damage will have 7 working days from the



date of the invoice to pay or request a review of the claim.

- Guests and Visitors must comply with the House Rules and if asked by MicroNest team they must be able to confirm the host Resident's name and Room number.
- If a Guest or Visitor violates the House Rules they can be asked to leave immediately.
- Visitors must be escorted in, out and around the MicroNest property by the Resident.
- Generally, no overnight Guests are allowed in Rooms. However, if a Resident wishes to have a Guest spend the night in a Room they must obtain MicroNest's permission. If approved, a Resident must not have more than one overnight Guest at one time and the number of occupants totalling to 2 individuals occupying any Room at any time. A Guest must be sleeping in the bedroom, not communal areas. The length of the entire stay for Guests must not exceed 5 days and must have approval from MicroNest.

#### Noise

- Noise is to be kept to a minimum at all times. Residents must enter and leave the premises quietly.
- Noise must be kept to minimum in and around MicroNest properties in particular between the hours of 10pm and 8am.
- If MicroNest receives a complaint from other Residents or neighbours in the surrounding residential area about noise and anti-social behaviour, disciplinary actions will be taken.

#### Smoking

- Smoking is not permitted within any part of the boarding house, in the external areas of the boarding house or in the street in front of the boarding house.

#### Alcohol / Drugs

- Alcohol is strictly prohibited from being consumed at the property to avoid negative impact on Residents or neighbours.
- Visitors are prohibited from possessing or consuming alcohol.
- Alcohol must not be consumed in common areas.
- Alcohol is strictly prohibited from being consumed immediately outside the property or any of its entrances or exits including fire doors at any time.
- Any instances of anti-social behaviour will be investigated by MicroNest; failure to comply may lead to disciplinary action.
- Drugs are strictly prohibited from being consumed in the boarding house or in the public areas fronting the boarding house.
- Possession, cultivation, usage or selling of illegal drugs and/or possession of any equipment to aid the use of illegal drugs or substances is strictly prohibited.
- Any Resident found to be in possession of, in the presence of or using illegal substances will face disciplinary action, including but not limited to termination of Lease Agreement and being reported to authorities.

### Gambling

- Gambling is not permitted in the property.
- Disciplinary action may be taken against any Resident found gambling at MicroNest

### Weapons and Firearms

- The possession of weapons or firearms by a Resident or Guest is strictly prohibited. Weapons and firearms include but are not limited to: Knives or Swords, Guns, Tasers, Batons, Rifles, Cross-bows, Daggers, Dart Projectors, Slingshots etc.
- Any Resident found in possession of weapons or firearms will face disciplinary actions, including but not limited to termination of Lease Agreement and being reported to authorities.

### Video or Voice Recording

- Residents and their Guests must not make an audio or video recording of private/non-public conversations or meetings without the knowledge and consent of all participants being recorded.

### Financial Hardship

- Residents experiencing financial difficulties with rental payments are encouraged to speak to a member of the MicroNest team in the first instance.
- For assistance with financial difficulties in general, please contact your Site Manager. If you are unsure who this is or how to do this, please contact a member of the MicroNest team who will be able to assist you.

### Issues Management

- Residents experiencing any issues must report them to MicroNest in a timely manner.
- MicroNest will conduct investigations with all the parties involved and take appropriate actions.
- If after investigation it becomes evident that behaviour or conduct taken place is in breach of the Lease Agreement or these Rules, MicroNest will take disciplinary actions towards applicable parties.
- Except in circumstances of serious misconduct or a material breach of the Lease Agreement, MicroNest will issue a warning letter (or a series of warning letters) either by email or in writing, notifying a Resident of their misconduct or breach and outlining the corrective actions required to remedy the breach within the specified timeline.
- If a Resident is found repeatedly breaching the Lease Agreement or these Rules or not undertaking the requested corrective actions they will be issued with a notice to leave and their Lease Agreement will be terminated.
- In case of a serious misconduct or a material breach of the Lease Agreement a Resident will be evicted without warning and some instances of serious misconduct may be reported to the authorities.

## Personal Conduct and Behaviour

- All Residents are requested to mutually respect the rights of all Residents, contractors and MicroNest staff. Misconduct, disruptive behaviour or any act, which is deemed to be threatening or abusive, will not be tolerated. Disruptive behaviour is any behaviour that by virtue of its intensity and/or repetitiveness compromises the health, safety and wellbeing of other Residents, MicroNest team or third-party contractors and causes damage to MicroNest or other Residents. Any instances of such behaviour will be classed as a material breach of the Lease Agreement and will lead to disciplinary action including termination of the Lease Agreement and eviction.
- All Residents, MicroNest staff and contractors must ensure that they do not promote or engage in behaviour that is perceived to be threatening or intimidating or causes any person to fear for their personal safety and well-being. Some examples of such behaviour are:
  - Harassment: unwanted behaviour that makes a person feel intimidated, offended or humiliated.
  - Sexual Harassment: unwelcome conduct of a sexual nature including unwelcome requests for sexual favours where a person is offended, humiliated or intimidated and a reasonable person would have anticipated such offense.
  - Bullying: unreasonable behaviour directed towards an individual or a group of individuals. Bullying includes verbal abuse such as yelling, screaming or offensive language, online bullying or physical abuse. Practices that humiliate, intimidate or abuse also constitute bullying.
  - Cyber Bullying: bullying that occurs through the use of technology such as internet, mobile device or camera.
  - Discrimination: less favourable treatment of a person or group on the basis of their background or personal characteristics rather than individual merits.
  - Hazing: conduct or method of initiation into any student organisation which wilfully or recklessly endangers the physical or mental wellbeing of anyone.
- **MicroNest does not tolerate any form of harassment, bullying or discrimination based on race, sex, sexual orientation, gender identity, relationship status, age, disability, political belief and religious belief.** Any allegations of the above behaviour will be treated seriously and may initiate disciplinary actions including eviction and reporting to authorities when appropriate.

## Social Media Use

- Use of social media is acceptable; but Residents must be aware of the impact on other Residents, MicroNest and contractors. The following uses for social media are prohibited while living at MicroNest:
  - Making comments or posting material that might be considered racial, defamatory, bullying, threatening or harassing.
  - Use or disclosure of any confidential information about MicroNest.

- Sharing specific personal information regarding MicroNest team members on any social media platforms.
- Making any comment or posting material that might cause damage to the MicroNest brand and reputation.
- The posted material may be removed from social media and disciplinary actions apply for non-compliance.

### Privacy

- MicroNest is committed to protecting the privacy of your personal information and is required to comply with the Privacy Act 1998 including the Australian Privacy Principles. By providing MicroNest with their personal information, Residents consent to MicroNest using and disclosing their personal information for the following purposes:
  - Providing Residents with accommodation and other products and services.
  - Providing Residents with marketing and promotional information about MicroNest, including special offers, which MicroNest considers may be of interest to the Resident.
  - Conducting marketing and other promotional activities.
  - Disclosing Resident's personal information between members of the MicroNest Group.
  - Obtaining feedback on MicroNest products and services.
  - Disclosure to third parties (such as agents, contractors and suppliers) for the above purpose

Any privacy related issues must be reported to the Site Manager

### Amplified and Live Music

- All residents are to ensure that music is to be of a volume which does not unreasonably impact on the amenity of other residents.

### Pets

- Pets must not be kept on the premises without the permission of the Site Manager.

### Electrical Equipment and Safety

- For safe and efficient/sustainable operations of systems Residents are advised to switch off all electrical items when not in use (regardless if an individual room electricity metering is installed).
- Cooking must only be done in the kitchen. The use of electric woks/frying pans, hotplates, kettles, rice cookers and other mobile cooking devices anywhere outside the kitchen is prohibited.
- Any faulty electrical equipment should be immediately reported to MicroNest staff.

### Fire Safety

- Occupants are to familiarise themselves with the fire safety and evacuation procedures located in the hallway and back of room

doors, location of fire blankets and fire extinguishers.

- Residents must follow the Fire Safety guidelines to avoid an unwanted fire alarm and the fees associated with it.
- Residents must not tamper with fire equipment. This includes removal of or damage to signage, altering the operation of doors, covering or disabling smoke detectors, misuse of fire blankets and discharging of extinguishers for any reason other than putting out a fire.

### Evacuation

- If the emergency alarm sounds Residents must evacuate the building immediately and proceed to the designated assembly area.
- Residents must not use the lift during an evacuation.
- Residents must not re-enter the property until given permission to do so.
- Residents must attend fire awareness and safety workshops when requested to do so and familiarise themselves with the emergency exits and assembly area.

### Outdoor communal areas

The outdoor communal areas will be available for use of the residents, at all times, between 7:30am and 9:00pm, 7 days a week. Communal areas may be used by Visitors provided they are accompanied by a Resident except for gyms (if available)

- No glass is permitted on communal areas. All drinks must be served in plastic cups.
- Bicycles must be kept in designated area and are not allowed into Communal Areas.
- MicroNest is not responsible for the security of or any damage sustained to bicycles left in the storage area or anywhere else.
- No items must be thrown off balconies, terraces, rooftop, windows or any communal areas.
- No items can be stored in communal areas
- Residents must exercise caution and not overcrowd balconies/terraces and keep the noise down between the hours of 10pm and 8am.
- CCTV is recording 24 hours a day to ensure safety

### Indoor communal areas

The indoor communal areas will be available for use of occupants at all times between 6:00am and 10:00pm, 7 days a week. Communal areas may be used by Visitors provided they are accompanied by a Resident except for gyms (if available)

- No glass is permitted on communal areas. All drinks must be served in plastic cups.
- Bicycles must be kept in designated area and are not allowed into communal areas.
- MicroNest is not responsible for the security of or any damage

sustained to bicycles left in the storage area or anywhere else.

- No items must be thrown off balconies, terraces, rooftop, windows or any communal areas.
- No items can be stored in communal areas
- Residents must exercise caution and not overcrowd balconies/terraces and keep the noise down between the hours of 10pm and 8am.
- CCTV is recording 24 hours a day to ensure safety

#### Car Parking

- Parking is not allowed in property loading docks or staff parking spaces.
- Due to planning conditions local council car parking permits are not available to Residents

#### Communal kitchen

- The communal kitchen (if provided) will be available for use of the occupants, at all times, between the hours of 5:00am and 12am midnight, 7 days per week.

#### Communal laundry areas

- If communal laundry areas are provided they will be available for use at all times between 6:00am and 10:00pm, 7 days a week.

#### Tenancy Takeover & Subletting

- Leasing your Room to someone else for a portion of your stay or for the remainder of your Lease Agreement with MicroNest is strictly prohibited. This includes using websites that facilitate short term stays i.e. Air BnB, Stayz etc.
- When signing a fixed term Lease Agreement, the Resident is signing a legal contract under which it is agreed to rent the Room for a fixed term. This means the Resident is responsible to pay rent for the Room until the end of the fixed term, this is in accordance with the relevant Acts

#### Check-Outs

- Residents are required to confirm the date and time of departure. The departure date cannot be later than the Lease Agreement end date.
- All fees and charges must be paid in full prior to vacating the Room.
- All personal belongings must be removed from the Room and cleaning complete by the agreed time on the day of departure.
- Upon vacating the Room a detailed assessment will occur to make sure it is in the same condition as at the start of the stay considering fair wear and tear.
- If the Room is not found in a suitable condition the Resident will be liable for fees and charges payable under the Lease Agreement
- Residents are responsible for any cleaning or repair charges in their Room, kitchen and communal areas should they fail their check out inspection.

### Early Leaving Check Out

- Once a suitable replacement tenant has been found, a check out appointment must be made with the Site Manager for the day of departure.
- The check-out appointment will involve a full Room/apartment inspection and the finalisation of departure paperwork, including completing a Bond Refund form.

### Early Leaving Costs

The Resident may be responsible to pay the following costs as a result of ending a fixed term Lease Agreement early:

- Rent until a new tenant is found or fixed term Lease Agreement ends (whichever is earlier).
- Re-advertising and administration costs.
- Any unpaid rent owed.
- Cleaning costs, if a Room is not left in a reasonably clean condition having regard to the condition of the Room at the commencement of tenancy.
- The costs of disposing of any goods or property left behind.
- Repair costs, if the Resident or Guests have caused damage to the Room (other than fair wear and tear).
- The Resident can reduce these costs by: Continuing to pay rent up until a new tenant is found. Conducting searches for a new tenant. Ensuring that the Room is left in the condition that it was in at the beginning of tenancy.

### Feedback and Complaints

- MicroNest encourages the participation and engagement of all our residents and welcomes any feedback you may have. Residents can do this:
- In person: by speaking with the Site Manager and/or a member of the MicroNest team
- By email: to the property email address, supplied in a welcome pack
- We will always try to resolve your feedback/complaints at the time, where this is not possible or further investigation is required we will aim to respond to you within five working days