

# BOARDING HOUSE PLAN OF MANAGEMENT

NO.74 WILLANDRA ROAD NARRAWEENA

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## 1.0 INTRODUCTION

This Plan of Management provides directions and controls on the use and management of the premise as a Boarding House. The directions and controls are to be strictly adhered to in the operation of the Boarding House, to ensure compliance with the conditions of Development Consent and health and amenity requirements for both the occupants and surrounding residents.

The Plan of Management refers to the plans prepared by Vigor Master Pty Ltd dated 28 August 2013 and Development Application No.2013/1203.

The Plan of Management has been prepared for the Boarding House at premises: 74 Willandra Road, Narraweena. The Boarding House was approved on 11 July 2014 and is subject to compliance with the Conditions of Consent. A copy of architectural plan showing the boarding house facilities are provided as Attachment 6.

### 1.1 PURPOSE

The primary purpose of this Plan of Management (PoM) is to ensure the proposed boarding house maintains a high level of amenity for neighbouring properties and for all residents living in the premises. Its objectives are:

- a. to minimise disturbance to residents and neighbours.
- b. to provide a procedure to receive and resolve complaints.
- c. to maintain the internal and external appearance and cleanliness of the premises.
- d. to ensure a person is readily contactable to assist in the ongoing implementation of this Management Plan.
- e. to ensure the use of the premises will be controlled by the PoM, and that the PoM is enforceable.
- f. to ensure that the premises will be operated in strict accordance with the conditions of development consent.
- g. to give effect to the occupancy principles under the Boarding House Act.
- h. to make provision for this plan to be amended from time to time with the approval of the Council in order to facilitate timely and responsive operational changes that will improve residential amenity within and external to the site.

## 2.0 DEFINITION

In this Plan of Management:

- a. **Building:** means the building known as 74 Willandra Road, Narraweena.
- b. **Business:** means the operation of the building as a Boarding House.
- c. **Common Room:** means the room identified as the dining room on the approved plans.
- d. **Common Areas:** means the common room, kitchen, laundry/bathroom, downstairs WC, first floor bathroom opposite the stairs, hallways and the stairs as identified on the approved plans.
- e. **Common Open Space Area:** means the external communal area including the front yard, side yard, rear yard, ground floor patios and porches as identified on the approved plans.
- f. **Council:** means Warringah Council.

- g. **Resident, Lodger:** means a person having the benefit of the use a nominated bedroom and the common rooms /areas within the building.
- h. **Manager:** means the Manager engaged by the business proprietor.
- i. **Owner:** means the registered proprietor/s of the building.
- j. **Room:** means that part of the building occupied and used by a lodger.

### 3.0 SITE MANAGEMENT

It is the responsibility of the owner to ensure that the boarding house operates in accordance with the terms of this Plan as well as all conditions of development consent granted by Warringah Council, and the Boarding House Act 2012.

A copy of this plan is to be retained on Council's Development Application record, Construction Certificate record and Property File.

The boarding houses shall be restricted to 74 Willandra Road, Narraweena consisting of 15 resident rooms and 2 common areas.

The minimum length of stay for any lodger is to be 3 months. At no time is any room to be advertised or made available for short stay accommodation such as that associated with backpacker hostels, motels, hotels or the like.

The owner is responsible to ensure that a responsible manager, over the age of 18 years, will be available through mobile phone contact for 24 hours, 7 days per week.

Registered boarding house residents will be provided with a security card/key which will provide access to the boarding house facilities and their individual room 24 hours per day, 7 days per week.

The Property Manager can be contacted at any time using the on the contact details provided at Attachment 1.

#### 3.1 PUBLIC LIABILITY INSURANCE

The owners will maintain a public liability cover of \$10 million.

### 4.0 RESIDENT/LODGER INFORMATION

#### 4.1 ACCOMMODATION REGISTRATION

The Property Manager will maintain an accommodation register providing the names of all residents, their full contact details, their agreed length of stay and payment details.

Each resident is to sign an Occupancy Agreement (Attachment 2), House Rules Agreement (Attachment 3), and the Plan of Management.

The minimum term for occupancy can be 3 months, 6 months or 12 months, with the option to roll over the agreement at the end of this fixed term for a further agreed period.

The Property Manager will provide a copy of the signed Occupancy Agreement, House Rules, the Plan of Management, and a printed copy of the current version of the Fair Trading publication 'Fact Sheet: Living in a Boarding House' (Attachment 4 ) to each new resident. Additionally, a full copy of this Plan of Management will be permanently displayed in each boarding room and each common area.

Failure by residents to adhere to Occupancy Agreement, the House Rules and the Plan of Management may result in the termination of the Occupancy Agreement, subject to provisions set out in the Occupancy Agreement.

#### 4.2 RESIDENT IDENTIFICATION

The Property Manager requires photo ID (eg: typically either passport or driver's licence) of each resident at the time of signing the Occupancy Agreement. Where the person is an Australian citizen and does not hold a drivers licence or a passport, then alternative ID which may not hold a photo can be accepted.

#### 5.0 PROPERTY MANAGER'S RESPONSIBILITIES

The Property Manager shall be familiar with and aware of his or her responsibilities under such legislation as the Occupational Health and Safety Act 2000, Occupational Health and Safety Regulation 2001 and the Boarding House Act 2012.

The Property Manager shall be responsible for the implementation of management responsibilities as set out in the Plan of Management, Occupancy Agreement, and House Rules, including:

- a. Registration of all residents. Provide lodgers with appropriate information prior to the commencement of occupation.
- b. Be contactable through mobile phone contact for 24 hours, 7 days per week.
- c. Maintenance of all records in relation to resident registration and resident meetings
- d. Supervising all maintenance operations including landscaping, cleaning, waste management, fire safety, repair or replacement of damaged or broken furniture and repair of any faulty services.
- e. The management and documentation of any disputes and/or complaints from boarding house residents and/or neighbours.
- f. Ensure the number of lodger for each room complies with clause 7.
- g. Enforce the minimum occupancy period.
- h. Carry out inspections on a regular basis at a minimum of once every 3 months to ensure that the building is maintained in a clean and tidy condition and that all facilities and fittings are appropriately maintained. Record all inspections in a logbook which must be made available to Council upon request.
- i. Organise the waste collection and facility needs for the site, and the ongoing storage and collection of waste on-site including transfer of waste to and from collection points for the waste collection service as required, and regular cleaning of bins/waste storage areas/ rooms.
- j. Notify the Council in writing within 1 month of any change in the management and provide contact details for the new management.

#### 6.0 RESIDENT/LODGER RESPONSIBILITIES

All residents must comply with the Occupancy Agreement, the Plan of Management and the House Rules for the Boarding House.

Each resident shall permit the Property manager access as required to check cleanliness, condition of furniture and maintenance of services, as per the terms of the Occupancy Agreement.

Residents shall advise the Property manager of any broken furniture or faulty services within the Boarding House.

## 7.0 NUMBER OF RESIDENTS/LODGERS

The maximum number of lodgers in the building is 22 (contained within 8 single bedrooms and 7 double bedrooms). At no time is any room to be advertised or made available for short stay accommodation such as that associated with backpacker hostels, motels, hotels or the like.

The maximum number of persons per bedroom is as follows:

Bedroom one (1):	1 ONE
Bedroom two (2):	2 TWO
Bedroom three (3):	1 ONE
Bedroom four (4):	1 ONE
Bedroom five (5):	2 TWO
Bedroom six (6):	1 ONE
Bedroom seven (7):	2 TWO
Bedroom eight (8):	2 TWO
Bedroom nine (9):	1 ONE
Bedroom ten (10):	1 ONE
Bedroom eleven (11):	1 ONE
Bedroom twelve (12):	2 TWO
Bedroom twelve (13):	2 TWO
Bedroom twelve (14):	2 TWO
Bedroom twelve (15):	1 ONE

Any resident inviting visitors to the premises must accept full responsibility for them and their behaviour. Visitors to the premises are only permitted until 10pm and are only permitted to use common areas between 9am and 8:30pm in the company of a resident.

## 8.0 MINIMISING IMPACTS ON RESIDENTS

So as to minimise impacts upon the residents of adjoining premises as well as residents of the building.

### 8.1 COMPLIANTS

The boarding house encourages active participation from the community in the ongoing operation of the business. A Complaint Management System will be developed to support a positive relationship between the Boarding House and its surrounding community.

The Property Manager will be available, either in person or by phone, to deal with any complaints as to the operation and management of the premises. Phone contact details for the Property Manager are to be displayed at the entrance to the boarding house, on a sign that can be clearly read from the adjacent footpath.

The details of the contact person in respect of all inquiries or complaints in relation to the premises is shown in Attachment 1 of this Plan of Management.

The Property Manager is responsible for recording all complaints, including complaints from residents, in a Complaints Register.

When receiving any complaints from community members the Property Manager will provide advice that the complaint may also be reported to Warringah Council and the NSW Police.

Complaints about noise will be attended to immediately. The Property manager will rectify the situation immediately and take all reasonable steps to prevent future occurrences. The Property Manager will follow up by contacting the individual who made the complaint about noise to verify that the problem has been resolved.

The Complaints Register will contain:

- a. Complaint date and time
- b. Name of person/police/council officer making the complaint
- c. Contact details
- d. Nature of the complaint
- e. Action taken (by whom and when)
- f. Outcome and/or further action required

The Complaint Register must be updated within 24 hours of a complaint being made.

All complaints will be addressed by management within 24 hours of notification.

The Complaints Register will be made available for inspection by the Police and/or Council upon request.

Management of the Boarding House will regularly review the Complaints Register and where appropriate amend the operating procedures to minimise any negative impacts of the boarding house on residents in the boarding house and members of the surrounding community.

## 9.0 HOUSE RULES

The House Rules is shown in Attachment 3 of this Plan of Management.

## 10.0 FACILITIES FOR RESIDENTS/LODGERS

Residents will be provided with a fully self-contained room fitted with a security lock on the entry door. All rooms are to be fully furnished and no resident may bring their own furniture to the premises.

Each single room shall be provided with:

- a. One Single bed, including base, mattress and mattress protector
- b. Wardrobe
- c. Table and chair
- d. Suitable lighting including night light
- e. Curtains/blinds or other privacy device

- f. Kitchenette to include sink, bench, storage, bar fridge and microwave

Each double room shall be provided with:

- a. One Double bed, including base, mattress and mattress protector
- b. Wardrobe
- c. Table and chair
- d. Suitable lighting including night light
- e. Curtains/blinds or other privacy device
- f. Kitchenette to include sink, bench, storage, bar fridge and microwave

The laundry will include the required provision of energy efficient washer and dryers and requisite number of tubs. Access to the laundry will be secure and available to residents only. 4 washing machines, 4 dryers, 2 laundry sinks and storage cupboards are to be provided at all times.

The communal kitchen is to be provided with two double sinks, two cook tops, two ovens, two microwave ovens, one dishwasher machine and two large refrigerators/freezer units.

A Notice Board will be provided in a convenient location to provide information for residents.

No furniture (except for a table and chairs) or storage of any household items is permitted to be stored on the balconies.

A limited amount of parking for cars, motor cycles and bicycles is available.

The resident shall advise the Resident Manager of any broken furniture or faulty services within each room or laundry. The Resident Manager shall be responsible for replacement of furniture as required.

## 11.0 CAR AND BICYCLE PARKING

Due to the proximity to public transport, limited car parking has been provided on site.

Bicycle and motor bike parking is available.

All parking spaces are allocated by the Property Manager and this allocation is noted as a Schedule attached to the Occupancy Agreement.

## 12.0 CLEANING AND MAINTENANCE

### 12.1 SITE CLEANING

The subject premises are at all times to be maintained in a safe and healthy condition. The external presentation of the premises to be maintained to a high standard with all rendered surfaces to be cleaned and painted as necessary.

Further, the common open space areas are to be maintained in a neat and orderly manner. This will require twice/month mowing and garden maintenance during spring and summer and once/ month mowing and garden maintenance during autumn and winter. The rooms, common areas, communal room and communal courtyard are to be professionally cleaned by a contractor at least once a week. The cleaning and maintenance is to occur to both the



area and fixtures and fittings in the area. Pest control by a professional contractor shall be carried out at least once a year.

In addition all residents are to be made aware, upon their entering into an agreement to occupy, of their responsibilities in relation to the maintenance and cleaning of the facility.

## 12.2 WASTE DISPOSAL AND MANAGEMENT

Residents of the facility are to be encouraged where possible to take advantage of Council's waste and recycling facilities. It is the responsibility of the resident to sort garbage and place it in the appropriate receptacles. Separate sorting bins are to be provided within garbage bin storage area.

The manager is to be responsible for the collection arrangements, including making sure that the waste containers are placed adjacent to the kerb on the day of collection and removed back onto the property promptly after collection, and including the servicing of special waste.

Collection responsibilities of the manager include all regular garbage, recycling and green waste collection services, as well as household clean-up collection, ensuring goods for collection are managed in accordance with Council's collection requirements.

## 13.0 SAFETY AND SECURITY

Access to the premises will be limited to the entrance from Willandra Road.

A security card/key will be issued to all residents with no additional cards to be issued to visitors.

Any resident failing to observe the rules and any cases of serious misconduct will be dealt with by the Resident Manager who may require a resident to leave the premises. Examples of serious misconduct include, but are not limited to drug or alcohol abuse, sexual, racial or religious harassment, theft or violence. Residents are to advise the Resident Manager if another resident is performing illegal acts on the property. The Resident Manager shall call the Police in such instance.

The following matters are to be provided within the property:

- Internal signage indicating the property manager and contact numbers;
- Emergency contact numbers for essential services including fire, ambulance, police and utilities such as gas, electricity, plumbing and the like;
- Perimeter lighting;
- Individual room keys (a master key is to be maintained by the manager and made available to the fire brigade);
- Landline telephone within a common area available for use by residents in the event of an emergency.

## 13.1 FIRE SAFETY

A copy of the annual fire safety compliance statement shall be displayed in a prominent location. Annual certification of Fire Safety Equipment and preparation of the Form 15a is carried out by a fire safety consultant. Annual certification required of any of the equipment

is overseen by the owners. Essential fire safety measures to comply with the Environmental Planning and Assessment Regulation 2000.

An evacuation plan must be clearly displayed in each room and common room. A floor plan must be permanently fixed to the inside of the door of each sleeping room to indicate the available emergency egress routes from the respective sleeping room. All residents are to be made aware of the fire safety features of the building and what to do in the event of an emergency.

The manager's contact phone number must be clearly displayed at the entrance of the premises whilst also being available in each room. Other emergency contact details (police, fire ambulance) as well as utility information (gas, electricity, plumbing) are to also be clearly visible in each room.

#### 14.0 DISPUTES

The Property manager will convene at least quarterly meetings with residents to discuss any issues or problems that may need to be resolved. These meetings will be recorded in a Residents' Meeting Minutes Register and all issues raised by these meetings will be recorded in the Minutes.

In the event of a dispute between residents, the Property manager will attempt to negotiate a resolution between the involved residents. If the dispute cannot be resolved, then the Property manager will make an interim determination regarding the dispute, and this resolution will be binding on the residents.

If one or both of the residents are not satisfied with the Property manager's interim determination, the matter will be referred to Community Justice Centre for mediation or arbitration. The Property manager will amend the interim determination in line with the recommendations of the Community Justice Centre.

Disputes in relation to the Occupancy Agreement will be resolved in accordance with Clause 9 of the Standard Occupancy Agreement which states that either party may apply to the NSW Civil and Administrative Tribunal (NCAT) to resolve a dispute about the Occupancy Agreement.

In the event of a dispute with an external party, the Property manager will initially attempt to resolve the dispute. If the dispute cannot be resolved, then the matter will be referred to the owner. If the dispute still cannot be resolved, the owner will refer the matter to the Community Justice Centre for mediation or arbitration.

#### 15.0 AMENDMENT OF THE PLAN OF MANAGEMENT

This plan of management, including the House Rules and Occupancy Agreement, can be amended from time to time as necessary, subject to the approval of Warringah Council.

ATTACHMENTS:

ATTACHMENT 1: CONTACT DETAILS FOR PROPERTY MANAGER

ATTACHMENT 2: OCCUPANCY AGREEMENT

ATTACHMENT 3: HOUSE RULES

ATTACHMENT 4: FACT SHEET 'LIVING IN A BOARDING HOUSE'

ATTACHMENT 5: CHECK SHEET FOR NEW BOARDING HOUSE RESIDENTS

ATTACHMENT 6: ARCHITECTURAL PLAN

**ATTACHMENT 1: CONTACT DETAILS FOR PROPERTY MANAGER**

**NAME OF BOARDING HOUSE:** \_\_\_\_\_

**ADDRESS OF BOARDING HOUSE:** \_\_\_\_\_

**CONTACT DETAILS FOR PROPERTY MANAGER:**

*This information will be displayed in a sign at the entrance of the premises and also on signs available in each boarding house room.*

**The contact person in respect of all enquiries in relation to the operation of these premises is:**

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**After Hours Contact Number:** \_\_\_\_\_

## ATTACHMENT 2

### STANDARD OCCUPANCY AGREEMENT For general boarding houses under the *Boarding Houses Act 2012*

Between	
Proprietor	
Resident	

For	
Room	Address

The resident's room is:    unfurnished ☐                      furnished ☐    (if furnished, an inventory can be attached)

Other areas of the premises which are available for use by the resident

Kitchen/s ☐                      Bathroom/s ☐                      Common room ☐                      Laundry ☐

Other \_\_\_\_\_

Term of Contract			
Commencement Date	Term of agreement (if any)	Occupancy Fee	To be paid
		\$ _____ per week/month/year	

Proprietor's Contact Details	
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#### AGREEMENT TERMS

**1. Condition of the Premises (refer to occupancy principle 1 – see Annexure 1)**

The proprietor agrees to provide and maintain the premises so that they are in a reasonable state of repair, are reasonably clean and reasonably secure.

**2. House Rules (refer to occupancy principle 2)**

The resident agrees to comply with the House Rules of the boarding house, which are listed on the attached "Statement of House Rules." House rules may not be inconsistent with the Occupancy Principles stated in Annexure 1, and are not enforceable if they are inconsistent.

**3. No Penalties (refer to occupancy principle 3)**

The resident is not required to pay a penalty for a breach of this Occupancy Agreement or the House Rules.

**4. Quiet Enjoyment (refer to occupancy principle 4)**

The proprietor agrees to take all reasonable steps to enable the resident's quiet enjoyment of the premises.

**5. Inspections and Access (refer to occupancy principle 5)**

The proprietor may inspect boarding house common areas at any reasonable time. Repairs, cleaning and maintenance of common areas can be carried out at reasonable times.

The proprietor may only enter the resident's room, at a reasonable time, with reasonable notice and on reasonable grounds. Agreed access and notice periods are set out below. If the third column is left blank, the suggested notice periods set out in the second column will apply.

Reason For Access	<i>Suggested Notice Period</i> <i>examples of reasonable notice</i> <i>periods - this notice period applies</i> <i>if the next column is left blank</i>	Notice to be given under this occupancy agreement (if different)
In an emergency, or to carry out emergency repairs or inspections	<i>Immediate access</i>	<i>Immediate access*</i>
To clean the premises	<i>24 hours</i>	
To carry out repairs	<i>24 hours</i>	
To show the room to a prospective resident	<i>24 hours</i>	
To carry out inspections	<i>48 hours</i>	

\* Immediate access is likely to be necessary in this situation for safety reasons.

#### 6. Notice of Fee Increase (refer to occupancy principle 6)

The resident is entitled to 4 weeks written notice of any increase in the occupancy fee.

#### 7. Utility Charges (refer to occupancy principle 7)

The proprietor may charge an additional amount for utilities if the resident is made aware of this on signing this agreement. Details of the charge, including how the charge will be calculated, are included in Annexure 2, and Annexure 2 must signed and dated by the resident and the proprietor.

Charges for utilities must be based on the cost to the proprietor of providing the utility and a reasonable measure or estimate of the resident's use of that utility.

#### 8. Security Deposit (refer to occupancy principle 8)

A security deposit of \$\_\_\_\_\_ is payable to the proprietor, this amount being no more than the sum of two (2) weeks occupancy fee. The security deposit is payable on the day the agreement is signed or on the following day. The security deposit will be repaid to the resident within 14 after the end of this agreement, less any amount necessary to cover:

- the reasonable cost of repairs to the boarding house or goods that come with it, as a result of damage (other than fair wear or tear) caused by the resident and their guest;
- any occupancy fee or other charges owing and payable under this Agreement or the Boarding Houses Act 2012;
- the reasonable cost of cleaning any part of the premises occupied by the resident and not left reasonably clean by the resident, having regard to the condition of the premises at the commencement of the occupancy; and
- the reasonable cost of replacing locks or other security devices altered, removed or added by the resident without the consent of the proprietor.

#### 9. Dispute Resolution (refer to occupancy principle 11)

The proprietor and the resident agree to use their best endeavours to informally resolve any disputes between them that arise from this agreement. Either party may apply to the Consumer Trader and Tenancy Tribunal to resolve a dispute about the Occupancy Principles (see Annexure 1).

#### 10. Written Receipts (refer to occupancy principle 12)

The proprietor agrees to provide the resident with a written receipt for all money paid to the proprietor, including money paid for occupancy fees, a security deposit and for any utility charges. The receipt should be provided within a reasonable time period after the payment is received.

#### 11. Termination (refer to occupancy principles 9 and 10)

The resident is entitled to know why and how this Occupancy Agreement may be terminated, and how much notice will be given before termination. The resident may not be evicted without reasonable written notice from the proprietor.

This Agreement can also be terminated by the resident by written notice given to the proprietor. Agreed reasons for termination and notice periods are set out below. If the third column is left blank, the suggested notice periods set out in the second column will apply.



Reason for Termination by Proprietor	<i>Suggested Notice Period examples of reasonable notice periods - this notice period applies if the next column is left blank</i>	Notice to be given under this occupancy agreement <i>(if different)</i>
Violence or threats of violence towards anyone living, working or visiting the premises	<i>Immediate</i>	<i>Immediate*</i>
Wilfully causing damage to the premises, or using the premises for an illegal purpose	<i>1 day</i>	
Continued and serious breach of this Agreement or the house rules, following a written warning	<i>3 days</i>	
Continued minor breach of this Agreement or the house rules, following a written warning	<i>1 week</i>	
Non-payment of the occupation fee	<i>2 weeks</i>	
Any other reason, including vacant possession required and "no grounds" termination	<i>4 weeks</i>	

\*Immediate termination is likely to be necessary in this situation in order to protect other residents and employees.

Reason for Termination by Resident	<i>Suggested Notice Period examples of reasonable notice periods - this notice period applies if the next column is left blank</i>	Notice to be given under this occupancy agreement <i>(if different)</i>
Serious breach of Agreement by proprietor	<i>1 day</i>	
Minor breach of agreement by proprietor	<i>1 week</i>	
No grounds/Any other reason	<i>1 week</i>	

## 12. Use of the Premises

The resident agrees not to wilfully or negligently cause damage to the premises or to use the premises for an illegal purpose and to respect other residents' rights to quiet enjoyment of the premises.

NOTE: Any term of this Agreement is not enforceable if it is inconsistent with the Occupancy Principles set out in Schedule 1 of the *Boarding Houses Act 2012*. The Occupancy Principles are attached at Annexure 1.

Signed: \_\_\_\_\_

*(Proprietor)*

Signed: \_\_\_\_\_

*(Resident)*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OPTIONAL INFORMATION**

*The resident may provide contact details to be used in an emergency*

PERSONAL PHONE No/s: \_\_\_\_\_

**EMERGENCY CONTACT PERSON**

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

PHONE and/or ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## Annexure 1

### Occupancy principles

NB: These principles are contained in Schedule 1 of the *Boarding Houses Act 2012* and apply to residents of NSW boarding houses which are covered by this Act.

#### 1. State of premises

A resident is entitled to live in premises that are:

- (a) reasonably clean, and
- (b) in a reasonable state of repair, and
- (c) reasonably secure.

#### 2. Rules of registrable boarding house

A resident is entitled to know the rules of the registrable boarding house before moving into the boarding house.

#### 3. Penalties for breaches of agreement or house rules prohibited

A resident may not be required to pay a penalty for a breach of the occupancy agreement or the rules of the registrable boarding house.

#### 4. Quiet enjoyment of premises

A resident is entitled to quiet enjoyment of the premises.

#### 5. Inspections and repairs

A proprietor is entitled to enter the premises at a reasonable time on reasonable grounds to carry out inspections or repairs and for other reasonable purposes.

#### 6. Notice of increase of occupancy fee

A resident is entitled to 4 weeks written notice before the proprietor increases the occupancy fee.

#### 7. Utility charges

(1) The proprietor is entitled to charge a resident an additional amount for the use of a utility if:

- (a) the resident has been notified before or at the time of entering the occupancy agreement of the use of utilities in respect of which the resident will be charged, and
- (b) the amount charged is based on the cost to the proprietor of providing the utility and a reasonable measure or estimate of the resident's use of that utility.

(2) A utility for the purposes of this clause is each of the following:

- (a) the supply of electricity,
- (b) the supply of gas,
- (c) the supply of oil,
- (d) the supply of water,
- (e) the supply of any other service prescribed by the regulations.

#### 8. Payment of security deposits

(1) The proprietor may require and receive a security deposit from the resident or the resident's authorised representative only if:

- (a) the amount of the deposit does not exceed 2 weeks of occupancy fee under the occupancy agreement, and
- (b) the amount is payable on or after the day on which the resident (or the resident's authorised representative) enters the agreement.

(2) Within 14 days after the end of the occupancy agreement, the proprietor must repay to the resident (or the resident's authorised representative) the amount of the security deposit less the amount necessary to cover

the following:

- (a) the reasonable cost of repairs to, or the restoration of, the registrable boarding house or goods within the premises of the boarding house, as a result of damage (other than fair wear and tear) caused by the resident or an invitee of the resident,
- (b) any occupation fees or other charges owing and payable under the occupancy agreement or this Act,
- (c) the reasonable cost of cleaning any part of the premises occupied by the resident not left reasonably clean by the resident, having regard to the condition of that part of the premises at the commencement of the occupancy,
- (d) the reasonable cost of replacing locks or other security devices altered, removed or added by the resident without the consent of the proprietor,
- (e) any other amounts prescribed by the regulations.

(3) The proprietor may retain the whole of the security deposit after the end of the occupancy agreement if the costs, fees or charges referred to in subclause (2) (a)–(e) are equal to, or exceed, the amount of the security deposit.

(4) In this clause:

security deposit means an amount of money (however described) paid or payable by the resident of a registrable boarding house or another person as security against:

- (a) any failure by the resident to comply with the terms of an occupancy agreement, or
- (b) any damage to the boarding house caused by the resident or an invitee of the resident, or
- (c) any other matter or thing prescribed by the regulations.

#### 9. Information about occupancy termination

A resident is entitled to know why and how the occupancy may be terminated, including how much notice will be given before eviction.

#### 10. Notice of eviction

(1) A resident must not be evicted without reasonable written notice.

(2) In determining what is reasonable notice, the proprietor may take into account the safety of other residents, the proprietor and the manager of the registrable boarding house.

(3) Subclause (2) does not limit the circumstances that are relevant to the determination of what is reasonable notice.

#### 11. Use of alternative dispute resolution

A proprietor and resident should try to resolve disputes using reasonable dispute resolution processes.

#### 12. Provision of written receipts

A resident must be given a written receipt for any money paid to the proprietor or a person on behalf of the proprietor.

Annexure 2

**SCHEDULE OF ADDITIONAL CHARGES**

ITEM	AMOUNT	WHEN DUE TO BE PAID	HOW CALCULATED

**NOTE:**

- This schedule is only for use if there are fees or charges in addition to the occupancy fee.
- This schedule forms part of the Occupancy Agreement when signed and dated by both parties.
- A receipt is to be provided to the resident for all payments of additional fees or charges made by the resident, within a reasonable time after the payment is received.
- Charges for utilities must comply with Occupancy Principle 7.

Signed: \_\_\_\_\_  
(Proprietor)

Signed: \_\_\_\_\_  
(Resident)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT 3: HOUSE RULES**

The House Rules are a supplement to the Occupancy Agreement and the Plan of Management for the boarding house.

The Rules provide information about the standards and procedures that all residents are required to meet. They are designed to achieve a safe and comfortable living environment in the boarding house.

Residents must read and sign the House Rules at the time of registering their occupancy.

*Property manager must provide every incoming resident with a copy of these House Rules, and the House Rules must also be prominently displayed on the Notice Board.*

### **1. Privacy and quiet enjoyment**

1.1 Residents must respect the peace and privacy of other residents at all times.

1.2 Residents will ensure that noise levels are kept at an acceptable level and that noise does not adversely impact on neighbouring residents.

1.3 No live or amplified music is permitted in the common open space area, nor is music to be audible beyond individual rooms or the common room

1.4 No alcohol is permitted to be consumed in the common room or in the common open space.

1.5 The common indoor areas are only to be used between the hours of 6am to 10pm. The communal outdoor areas are only to be used between the hours of 7am to 10pm (Monday to Saturday) and 8am to 10pm (Sunday and Public Holidays).

1.6 No parties are permitted, either in the common areas or in private rooms.

### **2. Health, Safety and Security**

2.1 The premises are non-smoking. This includes within each private room, courtyard, common open space area and common room.

2.2 No unauthorised drugs are permitted on the premises.

2.3 Residents shall not engage in drug or alcohol abuse; sexual, racial or religious harassment; or theft.

2.4 No glassware is permitted in the outdoor common open space area.

2.5 No visitors are permitted on the premises unless attended by a resident.

2.6 Residents are responsible for the behaviour of their visitors. Visitors are required to comply with the House Rules.

2.7 The Property manager has the discretion to be able to ask any person to vacate the common areas, should they breach the House Rules.

2.8 No visitors are permitted to remain on the premises between the hours of 10 pm and 9 am. No visitor are permitted to use common areas between 8:30pm and 9am.

2.9 Residents must keep the front door locked at all times.

2.10 If a resident loses their security card it will be necessary to pay for the replacement card.

### **3. Cleanliness and good order**

3.1 Rubbish is to be placed in the bins provided. Residents must remove waste from their rooms and place it in the communal bins storage area. Recycling is encouraged.

3.2 There shall be no littering.

3.3 Occupants to keep their room, kitchenette and bathroom clean at all times, and make their room available for inspection by the Property manager every three months as per the Occupancy Agreement.

3.4 No clothes, washing, towels or other items are to be placed on any window or balcony.

3.5 Residents must remove their washing and belongings from the laundry area immediately after their washing or drying cycle has been completed.

3.6 No pets are permitted on the premises.

3.7 Residents must report any damage or maintenance requirements to the Property manager.

3.8 Residents must not remove or alter any furniture or fittings in the premises.

### **4. Fire safety**

4.1 Residents must keep common areas and corridors free of personal belongings, to ensure there are no obstructions to the safe evacuation of the building.

4.2 Residents must not interfere with fire safety measure or equipment.

4.3 Candles and other naked flames are not to be used in the premises.

## **5. Parking spaces**

5.1 The use of the parking spaces for cars, motorcycles and bicycles will be allocated by the Property manager.

5.2 Any disabled person shall have precedence in the use of the disabled sized parking spaces. No person shall park within the designated disabled parking space unless displaying a valid disabled permit.

## **6. Mail boxes**

6.1 Residents are asked to clear their mail boxes at least once per week.

I hereby acknowledge that I have read and understood the House Rules:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Boarding House Room Number: \_\_\_\_\_

Date: \_\_\_\_\_



# Living in a boarding house

The terms 'boarders' or 'lodgers' are commonly used to refer to people who live in a boarding house, sometimes also called a lodging house.

Boarding house residents don't have the same control over the premises as a tenant does. Often a boarding house resident only has the right to occupy a room and to share other facilities such as the kitchen and bathroom.

For more information about being a tenant, go to the Renting a home section of the Fair Trading website.

Boarding house proprietors are required to enter into a written contract with you called an 'occupancy agreement'. This agreement provides you with certainty about your legal rights and responsibilities and also contains notice periods for rent increases and eviction notices. More details about occupancy agreements are provided in the 'occupancy agreement' section below.

## What are my rights as a boarding house resident?

Since 1 October 2013, residents of registrable boarding houses have a set of rights called 'occupancy principles'. These are listed below.

Before you move in you have a right to:

- have a written occupancy agreement between you and the boarding house proprietor
- be told how much the occupancy fee (rent) will be
- know whether there will be additional charges. For example, you may be charged for utilities such as gas, electricity or water. The amount charged for these utilities must be based on the cost of providing the utility and a reasonable estimate of how much you have used
- be informed of the house rules
- be told if you have to pay a security deposit and how much it will be. It cannot be more than the equivalent of 2 weeks occupancy fee.
- know how and why the occupancy agreement can be terminated, including how much notice will be given.

While you live there you have:

- a right to live in premises that are reasonably clean and secure, and in a reasonable state of repair
- a right to have quiet enjoyment of the place in which you live
- a right to be given receipts for any money you pay to the proprietor or manager of the boarding house
- a right to be given 4 weeks written notice of any increase in the occupancy fee
- a right to have any charges for utilities limited to the cost of providing the utility plus a reasonable estimate or measure of how much you have used
- a right to not be 'fined' for a breach of the occupancy agreement or house rules. If you breach the agreement or the house rules you can still be asked to leave.
- a responsibility to comply with the house rules and the terms of the occupancy agreement, as long as as these do not conflict with the occupancy principles outlined here
- a responsibility to try to resolve any disputes you have with the boarding house proprietor or manager. You can apply to the NSW Civil and Administrative Tribunal (NCAT) help if you cannot resolve a dispute.
- a responsibility to give the proprietor reasonable access to your room for inspections or repairs. You must be given written notice of the need for access, except in an emergency.

When you move out you have a right to:

- have your deposit refunded within 14 days of moving out minus any deductions allowed under the Boarding Houses Act. Allowable deductions include unpaid occupancy fees (rent), the reasonable cost of repairs for damage caused by you or your guests, the reasonable cost of cleaning areas you occupied and didn't leave reasonably clean, and the cost of replacing locks you removed or added without permission.
- be given reasonable written notice of eviction. The notice period should also be set out in the occupancy agreement. In deciding how much notice to give you, the boarding house proprietor or manager can take into account the safety of other people living or working at the boarding house.

### What is an occupancy agreement?

An occupancy agreement is a contract between you and the boarding house. Boarding house proprietors are legally required to enter into a written occupancy agreement with you. However, if the proprietor doesn't do this, your rights are still protected by law and you can enforce them. It is a good idea to ask for a written occupancy agreement, as this will make it easier for you to understand your rights and responsibilities.

A Standard occupancy agreement has been developed for boarding house proprietors and residents to use if they choose. Use of this Agreement is not mandatory and proprietors can develop their own agreement, as long as it is consistent with the Act and the occupancy principles.

From 1 October 2013 the Occupancy Principles automatically became part of all occupancy agreements in registrable boarding houses, whether the Principles are written in the agreement or not. No term in an occupancy agreement can be inconsistent with the Occupancy Principles.

If you have a dispute with the boarding house proprietor or their agent about the occupancy principles which you are not able to resolve, you can make an application to NCAT for a resolution. NCAT can make orders on a range of matters, including, in cases where there is a

verbal agreement, an order that the proprietor enter into a written agreement with you.

### What are my responsibilities to the proprietor?

Your responsibilities will usually be set out in your occupancy agreement and any house rules for the boarding house.

However, it is important to remember that terms in the occupancy agreement cannot be inconsistent with the Occupancy Principles. For example, the occupancy agreement cannot say that the proprietor can enter your room whenever he/she likes.

### What about the house rules?

It is common for boarding houses to have house rules. House rules are additional to the terms of the occupancy agreement.

Most of your responsibilities to other residents will be set out in the house rules, which you agree to follow when you move in. For example, the rules may say that you need to clean up after yourself when you use the kitchen.

The house rules cannot be inconsistent with the Occupancy Principles. For example, the house rules cannot say that you must pay the equivalent of 4 week's occupancy fee for your security deposit because this conflicts with the Occupancy Principles.

### What if I live in a non registrable boarding house?

If you live in a boarding house that is not 'registrable' you will not be covered by the *Boarding Houses Act 2012*.

However, you do still have rights that apply under the Australian Consumer Law. This means that the accommodation must be reasonably fit for the purpose, and of a quality and level of safety that is reasonable to expect for the price being paid. More details are available from the Consumer guarantees page of the Fair Trading website or by calling 13 32 20.

Also, the boarding house must still comply with other laws about hygiene, overcrowding and fire safety. These



laws are enforced by the local council. Visit the Local Government Directory provides contact details for all local councils in NSW.

Even if you live in a non-registrable boarding house, you and the boarding house proprietor can voluntarily enter into an agreement which includes some or all of the Occupancy Principles listed in the Act.

### What if I live in an assisted boarding house?

Assisted boarding houses are premises which are licensed by Ageing Disability and Home Care (ADHC) to provide accommodation to two or more residents with additional needs. It is possible that not all residents in assisted boarding houses have additional needs.

For more information about assisted boarding houses, go to the Boarding houses page on the ADHC website or email [boarding.houses@facs.nsw.gov.au](mailto:boarding.houses@facs.nsw.gov.au) or call your nearest ADHC office.

[www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)  
Fair Trading enquiries 13 32 20  
TTY 1300 723 404  
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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Tel: 13 32 20 [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)



Fair  
Trading



## **ATTACHMENT 5: CHECK SHEET FOR NEW BOARDING HOUSE RESIDENTS**

**Please return this check sheet to the Property manager after you have received all the documents listed below.**

I CERTIFY THAT I HAVE BEEN PROVIDED WITH PRINTED COPIES OF MY SIGNED:

- BOARDING HOUSE MANAGEMENT PLAN
- CONTACT DETAILS FOR PROPERTY MANAGER
- OCCUPANCY AGREEMENT
- HOUSE RULES
- FACT SHEET: 'Living in a Boarding House'
- PARKING SCHEDULE

Resident's Name: \_\_\_\_\_

Resident's Signature: \_\_\_\_\_

Boarding House Room Number: \_\_\_\_\_

Date: \_\_\_\_\_

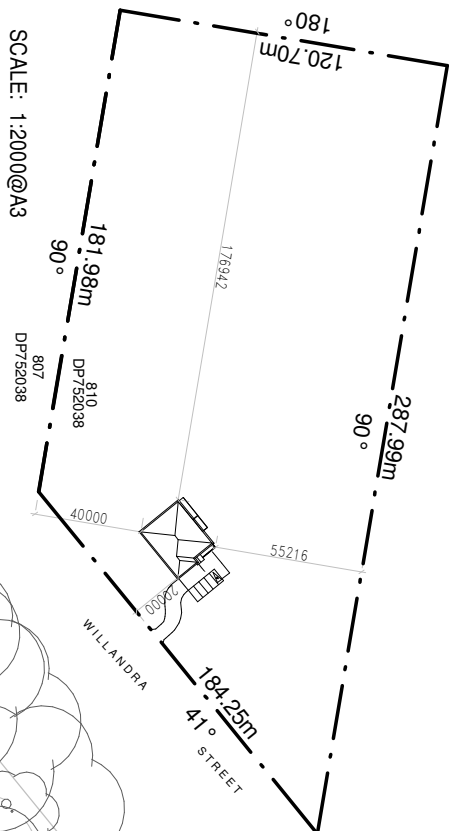
## **ATTACHMENT 6: ARCHITECTURAL PLAN**

0mm

100mm

200mm

300mm



SCALE: 1:2000@A3

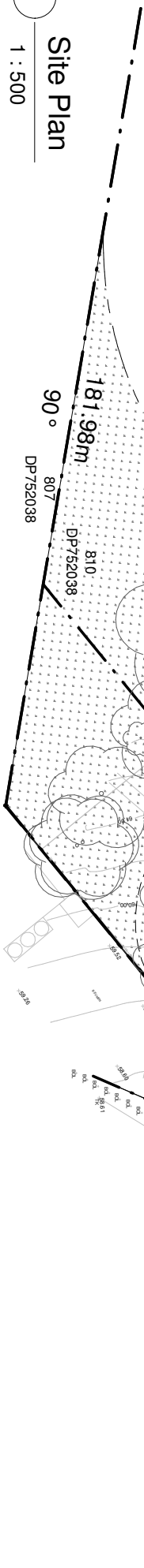
810  
DP752038  
807  
DP752038

WILLANDRA

184.25m  
41°  
STREET

# Site Plan

1 : 500



During area refer  
to Condition 27

Rooted carport and  
additional parking  
spaces refer to  
Conditions 18, 19

Pedestrian sight triangle  
refer to Condition 33

5.5m Driveway refer  
to Condition 32

The garage room has roof  
clearance height of 2.1m

Drawn by: RT

Checked by: MW

Title: Site Plan

Job Number: 74WN  
Date: 18.05.2016

Scale @ A3: 1 : 500  
Drawing no: DA001 Rev: 2



Vigor Master Pty Ltd

Suite 20/1A, 24 Thomas St,  
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Fax: 02 9413 3983  
Email: info@vigmaster.com.au

Architectural Design  
Construction Management

Date	Rev	Amendment
Aug 2013	1	Planning Approval
May 2016	2	Amended to incorporate Council's feedback

Project:

Proposed Boarding House

DA

74 Willandra Rd, Beacon Hill NSW 2100

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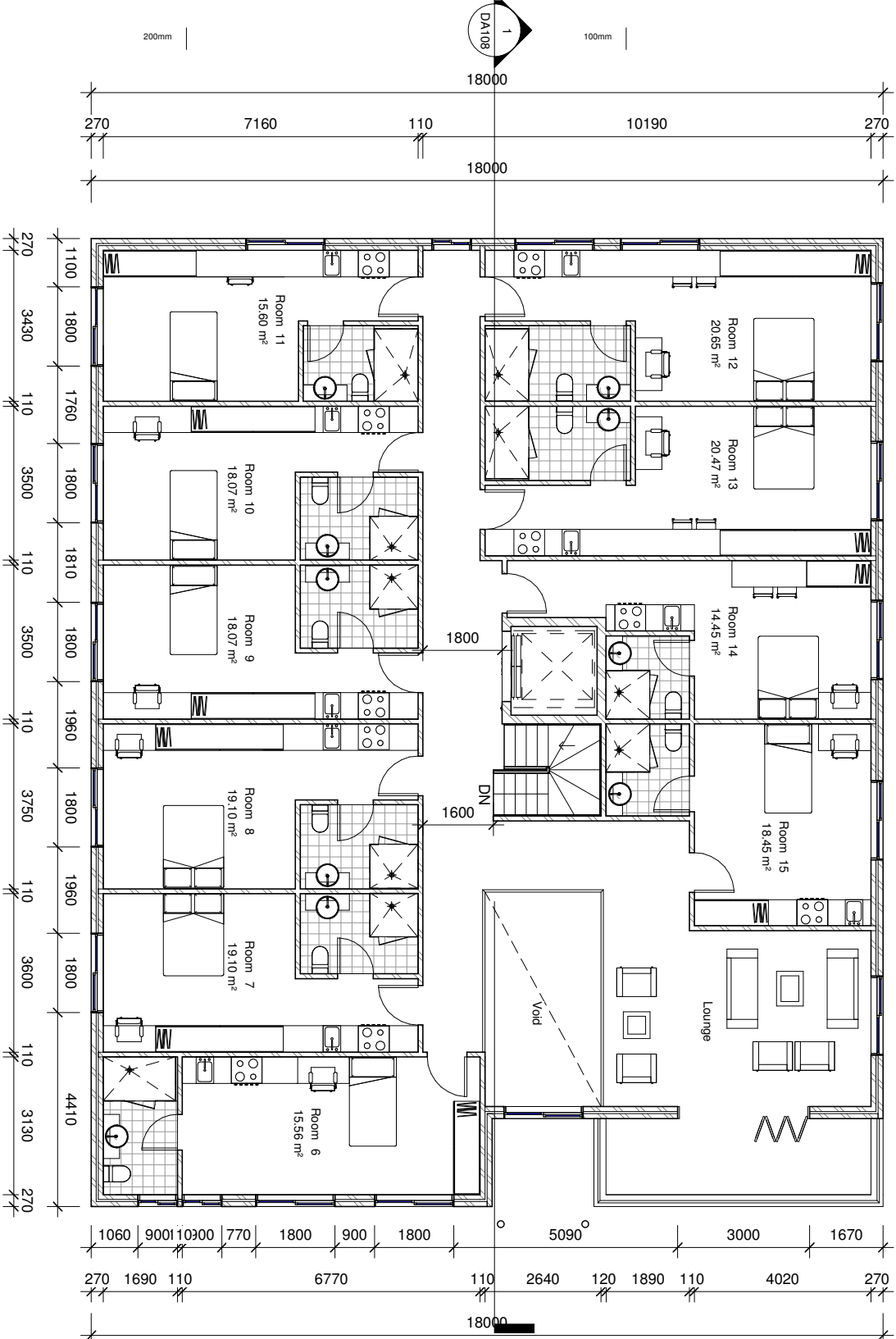
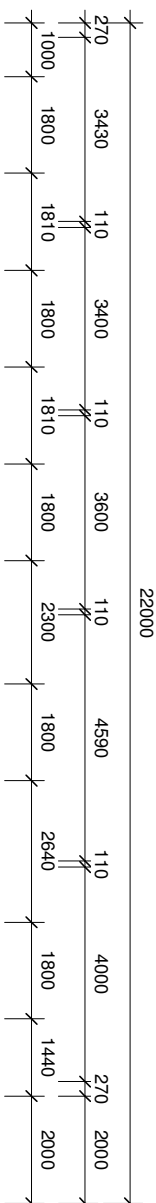


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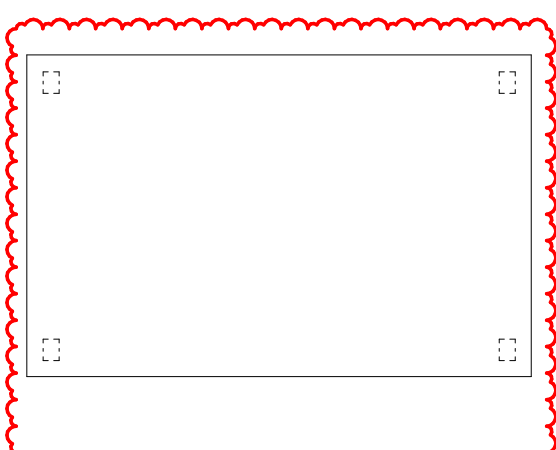
100mm

200mm

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Roofed carport and  
additional parking spaces  
refer to Conditions 18, 19



Drawn by: RT

Checked by: MW

Title: **First Floor Plan**

Job Number: 74WN

Date: 18.05.2016

Scale @ A3: 1 : 100

Drawing no: DA102 Rev: 2

Vigor Master Pty Ltd



Suite 201A, 24 Thomas St,  
Chislewood NSW 2067  
Tel: 02 9411 3298  
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Project: **Proposed Boarding House**  
DA  
74 Willandra Rd, Beacon Hill NSW 2100

Amendment  
Planning Approval  
Amended to incorporate Council's feedback

Rev 1  
2

Date  
Aug 2013  
May 2016

