

**CO-LIVING HOUSING  
29 DOBROYD ROAD  
BALGOWLAH HEIGHTS  
NSW 2093**

**MANAGEMENT PLAN  
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# **PLAN OF MANAGEMENT AND HOUSE RULES FOR CO-LIVING HOUSING – 29 DOBROYD BALGOWLAH HEIGHTS**

## **1. Preliminary**

29 Dobroyd Balgowlah heights is to be operated as a residential co-living studio housing containing 12-Studio rooms with a maximum occupancy of 16 residents.

The two upper floors of the development provide a total of 12 studio units only. Residents are responsible for their own meals. Each studio room includes a kitchenette for the preparation of meals.

Residents are responsible for washing of their own clothes and bed linen. Each studio has a laundry and clothesline for clothes washing and drying.

This management plan implements the relevant provisions for co-living studio residences.

## **2. Object of this Plan**

1.1 A primary purpose of this Management Plan is to ensure that neighbours' amenity is not reduced by the operation of the premises as Co-living residences. To achieved this, the Management Plan has been drafted with the following matters in mind:

- a. to minimized disturbance to neighbours';
- b. to provide a procedure to received and resolve complaints;
- c. to maintain the internal and external appearance of the premises;
- d. to ensure a responsible person is readily contactable to assist in the on-going implementation of this Management Plan;
- e. to ensure that this Management Plan is enforceable.

## **2. Primary Person Responsible**

2.1 The premises will be managed by a recognized Strata Management Company to be nominated. References in this Management Plan to "Manager" means the responsible officer.

2.2 The Manager may appoint a resident over 18 years of age to act as Caretaker to assist in undertaking the Manager's duties, including reporting to the Manager any emergencies or incidences of lodgers not complying with this Management Plan or the House Rules. The Caretaker must be given appropriate training by the Manager to undertake these duties but compliance with this Management Plan always remains the responsibility of the Manager and cannot be sub-delegated to the Caretaker.

2.3 This Management Plan shall be displayed in a common area of the Co-living housing at all times. The Manager shall give occupants copy of a document called "Co-living House Rules" ("the Rules") before they move into the residence. The Rules include guidelines for the conduct of

occupants to minimize inappropriate behaviour that might reduce the amenity of neighbours or other residents. The Rules may not be inconsistent with this Management Plan or the conditions of development consent.

2.4 All residents are to sign an Occupancy Agreement which includes a requirement to comply with the Rules. The length of occupancy shall not be less than 90 days, on the explicit understanding that accommodation is not to be provided on a temporary basis to persons on recreational pursuits.

2.5 The Manager is responsible for enforcing the Rules

2.6 The Manager shall have discretion to remove any person from the premises who fails to comply with any Rule after due warning. The owner must (if requested to do so) assist the Manager to the extent necessary to give effect to this provision.

2.7 The Manager shall maintain a register of occupants who have been evicted from the premises and shall ensure that those people are prevented from entering the premises in the future.

2.8 The Manager shall take all reasonable steps necessary to ensure that occupants of the premises do not affect the amenity of neighbours. The Manager may evict occupants who unreasonably affect the amenity of neighbours. The owner must (if requested to do so) assist the Manager to the extent necessary to give effect to this provision.

2.9 The Manager shall ensure that the Rules are displayed in the entrance, common rooms, corridors and bedrooms of the premises.

2.10 A sign shall be maintained at the entrance to the premises advising occupants to be aware and mindful of the amenity of neighbours when entering or leaving the premises.

2.11 A phone number for contacting the Manager shall be displayed on the outside wall at the entrance to the premises, so that it is visible from outside the premises.

2.12 The Manager shall provide a phone number to immediate neighbours and to residents on which the Manager can be contacted 24 hours a day.

### **3. Manager**

3.1 As the total number of residents will be no more than (20) people at any given time, there is no requirement for a Manager to reside on-site.

3.2 The Manager shall regularly inspect each studio and the common areas of the premises to ensure compliance with all relevant provisions of this Management Plan, and any applicable conditions of development consent.

### **4. Resident Register & Maximum Occupancy of Rooms**

4.1 The Manager shall maintain a register which includes the residents name, previous address, identification details, room number, date of commencing occupancy, date of ceasing occupancy and occupancy fee paid. The register may be kept in writing and/or in digital form.

4.2 The room number of each room shall be fixed to the entry door of each room, corresponding to the room number shown on the approved DA plans and a schedule displayed in the office. Only one resident can be registered at any one time to occupy each of Rooms 2, 4, 9, 11, 12 and a maximum of two (2) lodgers in Rooms 1, 3, 5, 6, 7, 8, 10.

## **5. Co-living House Rules**

5.1 The Co-living House Rules of the premise are as follows:

Residents:

- a. Will not smoke inside the premises.
- b. Will not drink alcohol or play music in the outdoor areas of the property between 8.00pm and 10.00am.
- c. Will not use the outdoor areas of the property for recreation between the hours of 10.00pm and 7.00am. Not more than 14 persons (residents or visitors) may use the outdoor recreation areas at any time (other than on special occasions with the approval of the Manager).
- d. Will not play music or make noise inside or outside the premises at a level that disturbs neighbours or other residents.
- e. Will not operate musical instruments or sound equipment (radios, TVs, tape recorders, record players, compact disk, MP3 players, computer games or the like) from 12 midnight to 8am on any Friday, Saturday or day immediately before a public holiday, or 10pm to 8am on any other day, inside a bedroom or communal area unless headphones are used or windows are closed and noise levels do not cause offensive noise to neighbours or other lodgers.
- f. May use the communal room at any time other than between the hours of 12 midnight and 5.00am, unless with the agreement of the Manager.
- g. Will not give or lend their key to the premises to anyone who is not a current resident of the premises
- h. Will not bring visitors to stay overnight.
- i. Will not disrupt peace and quiet or create tension with other residents or neighbours.
- j. Will not jeopardize the safety of other residents or neighbours.
- k. Will not bring illegal drugs or substances onto the property.
- l. Will not bring pets onto the property.
- m. Will not use candles, incense, element heaters or any device or thing that is liable to cause a fire in their room or common area.
- n. Will pay rental fees by the due date.
- o. Will vacuum, clean and maintain their room in a hygienic and tidy state.
- p. Will restore the common room to a neat, clean and tidy condition after using it.
- q. Will turn lights and power off when not in use.
- r. Will put garbage and recyclable materials into the appropriate bin.
- s. Will let the owner or Manager inspect their room at least once a month.
- t. Will notify the Owner immediately when there is a reason to believe that the behaviour or action of other residents may cause harm or endanger lives or cause damage to the premises.

## **6. Safety**

6.1 The Manager shall ensure that all fire safety requirements of the premises are met at all times, including ensuring the following:

- a. Fire exit signs are in working order.
- b. Emergency access routes are clear.
- c. Smoke detectors/ alarms are in good working order.
- d. Any items that are a fire hazard are removed from the premises without delay.
- e. Generally maintain the premises in a fire-safe condition.

6.2 All occupants are to be informed of the fire safety facilities and evacuation procedures for the premises including the fire exits, assembly area, fire blankets, fire extinguishers and fire warning devices installed in the premises.

## **7. Cleaning, Waste Management & Furnishings**

7.1 The common areas of the premises are to be professionally cleaned on a regular basis, and garbage bins placed at the kerbside for collection and returned after emptying.

7.2 An adequate number of bins, including recycling bins, shall be provided to accommodate waste generated by the premises. Bins shall be maintained in a clean, odour free and vermin free condition at all times.

## **8. Pets**

8.1 No pets of any kind are to be kept on the premises.

## **9. Public Complaints Resolution Procedure**

9.1 The Manager shall maintain a Complaints Register of public (external) complaints.

9.2 This register shall comprise of forms to be completed by the Manager, residents and/or complainants. The form is to record the nature and date of any complaint and the name, address and phone number of the person making the complaint.

9.3 The Manager shall respond to a written or oral complaint within 24hrs to acknowledge receipt of the complaint (provided that the complainant has provided a phone number).

9.4 The Manager shall respond in writing within 14 days to a written complaint (provided that the complainant has provided a phone number).

9.5 The Manager shall use best endeavours to liaise with a complainant until the complaint is resolved. The Manager shall keep minutes of such correspondence and keep these minutes in the Complaints Register.

## **Schedule 1 Occupancy principles**

### **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 the Premises**

A resident is entitled to know the rules of the Premises before moving into the Premises.

### **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 premises

### **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 premises 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,
  - 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 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 the premises 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 premises caused by the resident or an invitee of the resident, or
- c. any other matter or thing prescribed by the rental regulations.

## **9 Information about occupancy termination**

A resident is entitled to know why and how the occupancy maybe 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 premises.
- (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.