

Plan of Management

NEW GENERATION BOARDING HOUSE: 31 SECOND AVENUE, KINGSWOOD



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Attachments

Draft House Rules

Plan of Management Overview

This Plan of Management has been prepared for the operation and management of a Boarding House at 31 Second Avenue, Kingswood.

The proposed boarding house is to accommodate a total of 18 rooms/suites, each with full bathroom, kitchenette and living area. The boarding house will accommodate a total of 19 lodgers based on the room size and configuration and as nominated on the plans, noting that 17 single rooms are proposed and 1 x double room (which is also the accessible room). It is noted the proposal also provides a communal area and an outdoor common area with each lodger having access to this area at the ground floor level.

This Plan of Management identifies appropriate strategies and procedures to address potential social or environmental impacts associated with Boarding Houses. The Plan of Management embraces current best practice methodologies such as casual surveillance, formal CCTV surveillance, clear contact points and procedures, complaint handling processes, articulation of responsibilities, and agreed house rules.

A plan of management is an accepted concept in environmental law and can be used in a range of circumstances. This plan of management assists in addressing the amenity impacts on the neighbours and integrating the proposed development with the existing development in the street.

The plan of management assists in addressing any adverse impacts on the amenity and characteristics of the established residential area. It provides a procedure to receive and resolve complaints and requires the appointment of a management agent who will be contactable 24 hours a day, 7 days per week (as far as practicable).

The measures outlined in this plan of management will be of assistance in maintaining the amenity and characteristics of the area.

Legislative Framework

The Boarding House is regulated by the Boarding Houses Act 2012 and the associated Boarding Houses Regulation 2013. The provisions of the Act and Regulations are to be complied with at all times.

Objects of the Act

The objects of the Act are to: *establish an appropriate regulatory framework for the delivery of quality services to residents of registrable boarding houses, and for the promotion and protection of the wellbeing of such residents, by:*

- (a) providing for a registration system for registrable boarding houses, and*
- (b) providing for certain occupancy principles to be observed with respect to the provision of accommodation to residents of registrable boarding houses and for appropriate mechanisms for the enforcement of those principles, and*
- (c) providing for the licensing and regulation of assisted boarding houses and their staff (including providing for service and accommodation standards at such boarding houses), and*
- (d) promoting the sustainability of, and continuous improvements in, the provision of services at registrable boarding houses.*

Definition

The proposal is defined as a ‘general boarding house’ under the Act:

- (2) Boarding premises are a **general boarding house** if the premises provide beds, for a fee or reward, for use by 5 or more residents (not counting any residents who are proprietors or managers of the premises or relatives of the proprietors or managers).*

Key Requirements

Registration of Boarding Houses

The boarding house is required to Notify the Commissioner the following according to Section 9:

9 Notification of particulars about registrable boarding house

(1) A proprietor of boarding premises that are used as a registrable boarding house must notify the Commissioner, in accordance with this section, of the following particulars so as to enable the Commissioner to include information about the boarding house in the Register:

- (a) the name, and the residential or business address, of each proprietor of the boarding house,*
- (b) the name (if any) and the address of the registrable boarding house,*
- (c) whether the boarding house is a general or regulated assisted boarding house,*
- (d) whether development consent or approval is required under the [Environmental Planning and Assessment Act 1979](#) to use the boarding house as boarding premises and, if so, whether such consent or approval has been granted,*
- (e) the number of residents of the registrable boarding house,*
- (f) the number of residents who are under 18 years of age,*
- (g) the name of the manager (if any) of the registrable boarding house,*
- (h) the total number of bedrooms provided as sleeping accommodation for the residents,*

(i) such other particulars as may be approved by the Commissioner or prescribed by the regulations.

The additional particulars specified by Section 9(1)(i) are identified in Section 4 of the Regulations and stated as:

(1) The following additional particulars are prescribed for the purposes of section 9 (1) (i) of the Act:

- (a) the telephone number and email address, if any, of the manager (if any) of the registrable boarding house,*
- (b) the telephone number, email address and website address, if any, of the registrable boarding house,*
- (c) the local government area in which the registrable boarding house is located,*
- (d) the telephone number and email address, if any, of each proprietor of the registrable boarding house,*
- (e) the maximum number of fee-paying residents who can be accommodated in the registrable boarding house,*
- (f) the method or methods for calculating charges for fee-paying residents and the fee amounts payable,*
- (g) the methods of payment used by fee-paying residents (including cash payments, credit cards, cheques, direct bank debits, money orders, BPay and Australia Post),*
- (h) the kinds of services provided to any residents (including accommodation, meals and personal care services),*
- (i) whether the registrable boarding house has special provisions for physical access and, if so, the kind of provisions provided,*
- (j) the numbers of residents who fit into each of the following categories (to the extent that it is reasonably practicable to ascertain this information):*
 - (i) males,*
 - (ii) females,*
 - (iii) elderly persons (that is, persons 60 years of age or more),*
 - (iv) students of tertiary institutions,*
 - (v) persons who are mentally ill persons within the meaning of the [Mental Health Act 2007](#),*
 - (vi) persons who have a disability (however arising and whether or not of a chronic episodic nature) that is attributable to an intellectual, psychiatric, sensory, physical or like impairment or to a combination of such impairments,*
 - (vii) persons with significant health problems,*
 - (viii) persons needing assistance with daily tasks and personal care.*

Occupancy Agreements

A written Occupancy Agreement is to be formulated in accordance with the Act and associated Regulations that sets out the terms of the occupancy agreement. The Occupancy Agreement is to align with the Occupancy Principles contained in Schedule 1 of the Act, as stated below (but may be updated from time to time):

Schedule 1 Occupancy principles*(Section 30 (1))***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.

Management of the Boarding House

The Boarding House will be managed by an appointed off site manager, who will be contactable 24 hours a day and 7 days per week (as far as practicable). The off-site manager is to be associated with a Property Management Company, that is to be a recognised property management firm operating as a business with relevant ABN and authorities for property management and is licensed under the Property Stock and Business Agents Act and associated regulations, will be made the point of contact. The nominated off-site manager is to be trained and have resources to screen potential occupants, manage complaints efficiently and ensure maintenance of common property is systematic and thorough.

The manager is to be engaged by contract on an annual basis.

The managing agent will be able to respond within short timeframes, and be responsible for contracts and contacts with maintenance persons and companies, manage the facilities for the recording and storing of CCTV footage, and have established relationships/contacts with security companies and services such as the NSW Police Force, NSW Ambulance Service and NSW Fire Brigade.

Any matters that require urgent and potentially life threatening responses are the responsibility of either police, ambulance or fire services.

The Management agent must:

- Be experienced in the operation of multiple occupancy residential development.
- Oversee all occupancy agreements and ensure such agreements align with the provisions of the Boarding Houses Act 2012 and associated Regulations, including setting out information about occupancy evictions (such as the amount of notice to be provided of eviction).
- Organise building and landscaping maintenance as required through the engaging of contractors to undertaken maintenance, landscaping and cleaning functions.
- Promptly address and respond to tenant issues and building operation and maintenance matters.
- Maintain an incident register and record any complaints. The register is to be made available to Council.
- Ensure that the total occupancy of the boarding rooms pursuant to the leases does not exceed 19 lodgers.
- Provide the tenant with a copy of the Resident Information Brochure and House Rules with any new occupancy agreement;
- Undertake periodic inspections of the boarding rooms to ensure that they are being maintained in a clean and tidy fashion and that maximum occupant numbers are maintained.

Maintenance of Common Areas and Responsibilities

Common areas are to be maintained by users and spaces should be left as they are found- in a clean and tidy state. A communal vacuum cleaner and mop will be stored on site.

A weekly cleaner will be employed, at the cost of the Boarding House owner, to ensure that the common property is clean and to take out the bins for the council garbage collection and subsequently bring in the bins after collection. Recycling bins and residual bins will be provided in each room to promote recycling.

The Boarding House Management agent is to employ the services of professional maintenance companies to undertake regular maintenance of the building. The maintenance companies are to enter the premises regularly and complete all maintenance required.

Any damage of internal or external property is repaired immediately together with all wear and tear items.

Maintenance of Individual Areas and Responsibilities

Individual residents are responsible for maintaining their rooms in a clean and tidy state and must be made available for inspection by the boarding house managing agent upon request (48 hours notice).

Pest Control Arrangements

Cleaning will also include regular inspections for vermin control and pest control services will be arranged by the boarding house managing agent on a regular basis.

Waste Management and Collection

A weekly cleaner will be employed, at the cost of the Boarding House owner, to ensure that the common property is clean and to take out the bins for the council garbage collection and subsequently bring in the bins after collection. Recycling bins and residual bins will be provided in each room to promote recycling.

Fire Safety

A Fire Safety Evacuation Plan will be prepared and attached to this Plan of Management prior to commencement of operations of the boarding house. The plan will contain pictorial instructions detailing evacuation steps in the case of an emergency. The plan is to include evacuation routes, assembly points, and a plan of action once a fire alarm has been activated. The Fire Safety Evacuation Plan is to be prominently located in each room and in the common area. The phone numbers of appropriate contacts will be prominently displayed throughout the premises e.g. NSW Police, Security Company, NSW Fire and Rescue, NSW Ambulance Service and other local emergency assistance services.

Emergency Contacts and Procedures

The phone numbers of appropriate contacts will be prominently displayed throughout the premises (foyer and common room) e.g. NSW Police, Security Company, NSW Fire and Rescue, NSW Ambulance Service and other local emergency assistance services. Phone numbers are also to be provided for appropriate support infrastructure service providers such as Telstra, Electrical Authority, Water Authority, local Council, etc.

Conflict Resolution

Complaints from the community and between lodgers are to be noted in an Incident Diary with details of the complaint and the action taken to address the complaint. The task of the managing agent is to ensure that all neighbourhood and internal complaints are recorded and management responses documented. A Management Diary and an Incident Register is to be kept.

The managing agent will listen to complaints or respond to correspondence and detail procedures to the persons complaining as to how the Boarding House intends minimising any further impact in the future on neighbours or between residents.

The procedures detailed in this Plan of Management are designed to minimise complaints.

The managing agent is to deal with empathy and respect to any person making a complaint.

Complaints Mechanism: External

The managing agent is responsible for establishing contact and maintaining a relationship with the neighbours of the Boarding House within a 100m radius by undertaking the following tasks:

- Upon appointment letterbox drop all mail boxes within 100m radius of the Boarding Housing advising of their appointment and nominating all methods to contact them should any matter arise that warrants addressing. There shall be no less than two after hours contact numbers.
- Provide a clear sign at the front of the Boarding House, that is visible to the public, identifying the name of the managing agent and the methods of contacting the Manager in the event that there is a matter that warrants addressing.

Complaints from the community are to be noted in an Incident Diary with details of the complaint and the action taken to address the complaint.

The task of the managing agent is to ensure that all neighbourhood complaints are recorded and management responses documented. A Management Diary and an Incident Register is to be kept. The Managing agent will listen to complaints or respond to correspondence and detail procedures to the persons complaining as to how the Boarding House intends minimising any further impact in the future.

The procedures detailed in this Plan of Management are designed to minimise complaints.

The Management agent is to deal with empathy and respect to any person making a complaint.

Complaints Mechanism: Between Lodgers

The managing agent is responsible for acting as mediator in disputes between lodgers. Complaints from the lodgers are to be noted in an Incident Diary with details of the complaint and the action taken to address the complaint.

The task of the managing agent is to ensure that all complaints are recorded and management responses documented. A Management Diary and an Incident Register is to be kept.

The managing agent will listen to complaints or respond to correspondence and detail procedures to the persons complaining as to how it is intended to minimise any further impact in the future.

The procedures detailed in this Plan of Management are designed to minimise complaints.

The managing agent is to deal with empathy and respect to any person making a complaint.

House Rules - Amenity of the Neighbourhood and Control of Noise

The draft “House Rules” for the Boarding House are attached to this Plan of Management. It is noted that the document is a draft as it outlines the minimum requirements to be implemented by the Management agent; however it may be appropriate to amend and add to the House Rules as the Boarding House operations evolve.

The House Rules are to be prominently displayed in the common areas. Each new tenant is to be provided with a copy of the House Rules when signing their leasing agreement and agree to be bound by the House Rules.

House Rules relate to –

- the emission of noise (from within the boarding house and also the external spaces);
- prohibition of large gatherings and parties on the premises;
- interference with the peace and quiet of other residents and neighbours;
- volume of television and music players;
- control of alcohol intake and prohibition of illegal substances; and
- anti-social behaviour.

The emission of noise and appropriate hours for noise emission is dictated in legislation and enforced by parties such as the local Council. The managing agent is to be familiar with the legislative requirements and rules and be aware of the relevant authorities that are responsible for enforcement of noise issues.

HOUSE RULES

The following rules are a condition of your occupancy agreement – Any breach of these rules will result in termination of your occupancy agreement.

Resident Behaviour & Neighbour Relations

Each occupant is required to ensure that other occupants of this boarding house as well as surrounding neighbours are allowed to peacefully and quietly enjoy their own premises. Each occupant is required to ensure they do not do anything or allow anything to occur that will impact on the quiet enjoyment of each tenant and neighbour of this boarding house.

Occupants of each boarding room shall make available their boarding room available for inspection by the property manager. This shall be by appointment with 24 hours' notice. However, in the case of an emergency, no notice is required and the property manager may use the spare key to enter the premises

Occupants are not to congregate in groups in any part of the common property, especially the external common property. Anti-social behaviour of any kind is prohibited and will be referred immediately to the police.

Any breach of the house rules will result in warnings initially, and in the case of persistent and serious breaches, termination of your lease and eviction from the premises.

Noise & Radio/TV

At any time noisy activities are occurring, occupants should keep doors any windows closed where possible to reduce noise emission and impact on neighbours.

Television, music players and any other sound emitting device should be kept at a moderate level and not be audible from neighbouring properties

Use of External Areas

The common room and common courtyard shall only be used during the following Hours:

- Sunday to Thursday 7am to 10pm with the courtyard use ceasing at 9pm
- Friday and Saturday 7am to 10pm with the courtyard use ceasing at 9pm.

Alcohol and Smoking

No Alcohol or illegal substances are to be consumed or be brought into common property at any time. Alcohol consumed in rooms must be disposed of in designated recycling bins.

No smoking is permitted within the Boarding House. Smoking is to be limited to visually obscured external open space areas only. No smoking is to be undertaken at the front of the property, only in the designated external smoking spaces.

Parking of Vehicles

Any cars unable to be accommodated on site will be parked on the street network and are not to block driveways or being parked in no parking or no stopping zones.

Register of Complaints & Dealing with Complaints: Neighbours

The managing agent is responsible for establishing contact and maintaining a relationship with the neighbours of the Boarding House within a 100m radius by undertaking the following tasks:

- Upon appointment letterbox drop all mail boxes within 100m radius of the Boarding Housing advising of their appointment and nominating all methods to contact them should any matter arise that warrants addressing. There shall be no less than two after hours contact numbers.
- Provide a clear sign at the front of the Boarding House, that is visible to the public, identifying the name of the managing agent and the methods of contacting the Manager in the event that there is a matter that warrants addressing.

Complaints from the community are to be noted in an Incident Diary with details of the complaint and the action taken to address the complaint. This is to include specific room numbers that generate complaints.

The task of the managing agent is to ensure that all neighbourhood complaints are recorded and management responses documented. A Management Diary and an Incident Register is to be kept.

The managing agent will listen to complaints or respond to correspondence and detail procedures to the persons complaining as to how the Boarding House intends minimising any further impact in the future.

Register of Complaints & Dealing with Complaints: Between Tenants

If conflict between lodgers cannot be resolved amicably complaints are to be directed to the managing agent who will act as a mediator between lodgers. Complaints are to be noted in an Incident Diary with details of the complaint and the action taken to address the complaint.

This is to include specific room numbers that generate complaints.

The task of the managing agent is to ensure that all internal complaints are recorded and management responses documented. A Management Diary and an Incident Register is to be kept.

The managing agent will listen to complaints or respond to correspondence and detail procedures to the persons complaining as to how it is intended to minimise any further impact in the future.

Cleaning Schedules

Each resident is required keep common areas clean. After using common facilities such as the kitchen or bathroom, residents are clean up after themselves. Residents are encouraged to use their own private kitchen and bathroom where possible.

Common areas are to be maintained by users and spaces should be left as they are found- in a clean and tidy state.

A weekly cleaner will be employed, at the cost of the Boarding House owner, to ensure that the common property is clean and to take out the bins for the council garbage collection and subsequently bring in the bins after collection. Recycling bins and residual bins will be provided in each room to promote recycling.

Waste Disposal

Waste is to be disposed to the communal waste bins once bins are full;

Number of Approved Boarding House Rooms

There are to be no more than 19 lodgers on the premises at any one time.

Common Areas and Usage Times

Common areas are available for the enjoyment of boarders provided good order is maintained. All waste is to be disposed of and not left in the common areas or externally in common areas;

The common room and common courtyard shall only be used during the following Hours:

- Sunday to Thursday 7am to 10pm
- Friday and Saturday 7am to 10pm

Behaviour and Guest Visiting Times

Each tenant of this boarding house is responsible for themselves and their visitors. Tenants should ensure their visitors enter and exit the site in a quiet and respectful manner, having regard to the time of day or night they are entering or exiting the site.

Guests are permitted on site however they are not to stay overnight if this would lead to more than 2 persons being located in the boarding room;

Animals

There is to be no keeping of animals on the premises as this may compromise the health and/or safety of other residents and will impact upon maintenance and cleanliness requirements within the Boarding House.

Smoking

No smoking is permitted within the Boarding House. Smoking is to be limited to visually obscured external open space areas only. No smoking is to be undertaken at the front of the property, only in the designated external smoking spaces.

Alcohol and Drugs

No Alcohol or illegal substances are to be consumed or be brought into common property at any time. Alcohol consumed in rooms must be disposed of in designated recycling bins.

Security

The Boarding House is to be fitted with recording CCTV cameras in the common areas such as entries, car parking area and common lounge room. All movement in these areas is to be recorded and monitored. The footage is to be capable of being viewed live and recorded, over the Internet from any fixed or portable Internet viewing device, from anywhere locally or internationally. The continual electronic monitoring and recording of common areas is a key function of providing actual and perceived security. These premises are under 24/7 video surveillance which is recorded and held and will be provided to council and/or law enforcement at any time. Disturbances are to be reported to the manager and NSW Police (if manager unavailable).

Function and Event Restrictions

No Parties or any other noise generating activity is to occur after 10pm Sunday to Thursday and after midnight Friday and Saturday and external areas are not to be used after 9pm any night of the week.