

OPERATIONAL PLAN OF MANAGEMENT

For Boarding House
31-32 PARK AVENUE KINGSWOOD

OCTOBER 2020

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INTRODUCTION

THIS PLAN OF MANAGEMENT RELATES TO EACH BOARDING HOUSE AT 31-32 PARK AVENUE KINGSWOOD (AS SHOWN ON THE ARCHITECTURAL PLANS PREPARED BY ARCHIDROME). EACH BUILDING COMPRISES 8 ROOMS (INCLUSIVE OF A MANAGER'S ROOM), COMMUNAL FACILITIES AND ONSITE PARKING FOR FOUR (4) CARS, TWO (2) MOTORCYCLES AND TWO (2) BICYCLES.

THE OPERATOR OF EACH BOARDING HOUSE IS TO IMPLEMENT AND COMPLY WITH THE REQUIREMENTS OF THE PLAN OF MANAGEMENT, AS WELL AS ALL CONDITIONS OF DEVELOPMENT CONSENT AND APPROVED PLANS AND DOCUMENTS THAT MAY BE ISSUED FOR THE BOARDING HOUSE BY PENRITH COUNCIL.

The Objectives of the Operational Plan of Management are:

- a) To detail the nature of the operation and to ensure compliance with all conditions of development consent issued by Cumberland Council.
- b) To ensure safety of all residents of the Boarding House.
- c) To provide a comfortable and harmonious residential environment for residents.
- d) To ensure that the premises is properly maintained and operates in a manner which maintains a high level of amenity.
- e) To ensure that there are no adverse impacts arising from the premises on any adjoining property or the neighbourhood.

The Plan:

- a) Identifies the everyday operation of the premises.
- b) Establishes a monitoring system that ensures the objectives of this plan are met.
- c) Establishes "House Rules" for all persons who stay within the premises.
- d) Ensures procedures are in place to facilitate ongoing communication with the neighbours, Police, Cumberland Council and Management of the premises, to resolve any operational issues that may arise.

This Plan of Management is divided into three sections. These are as follows:

Section I: Operational Matters.

Section II: Monitoring / Complaints.

Section III: House Rules.

Section I: OPERATIONAL MATTERS

PART 1 - General Parameters for the Boarding House:

1. The Boarding House is to operate as a registrable boarding house for the purposes of the NSW *Boarding Houses Act 2012* and the operation of the Boarding House is to be in compliance with the Act at all times.
2. The Boarding House is not to offer any alternative type of accommodation or be used for any purpose other than as a registrable boarding house.

PART 2 - Boarding House Manager:

1. The position of Boarding House Manager may be filled either through newspaper advertisements, agencies, informal enquiries or any combination of the foregoing.
2. The Boarding House Manager must reside within the building.
3. The Boarding House Manager is to work in partnership with the owner/operator of the Boarding House to achieve the objectives set out in the Introduction of this Operational Plan of Management.
4. The particular responsibilities of the Boarding House Manager will include:
 - a. Accepting and assessing applications for residence.
 - b. Enforcing House Rules:
 - The Boarding House Manager has the authority to evict a resident who is refusing to comply with the House Rules set out in Section II. (Refer to Clause 11 of the 'Standard Occupancy Agreement' at Attachment A).
 - Other than in exceptional circumstances (i.e. in order to protect the safety of other residents), prior to eviction, the Boarding House Manager is to issue the resident/s with a Notice of Intent to Evict. A standard wording for the Notice is to be provided to the Boarding House Manager by the owner/operator. In preparing the standard wording of the Notice, it is recommended that the owner/operator consults a lawyer to ensure legal correctness. The standard wording is to be altered to reflect the particular circumstances of the case.
 - The Notice of Intent to Evict must provide the resident/s with an opportunity to modify their behaviour so as to avoid eviction. However, if the resident/s does not modify their behaviour in response to the Notice of Intent to Evict, the Boarding House Manager is to contact the owner who will engage a security firm to implement the eviction.

- c. Cleaning common areas:
 - The Boarding House Manager is to ensure that the common room is kept in a clean and tidy state, including daily vacuuming/mopping.
 - The common area is to be maintained by the Boarding House Manager and is to be cleaned to a professional standard at least once a week.
 - The Boarding House Manager is to ensure that wastes are properly contained within the bins within the waste area. Bins are to be taken to the street for collection as required.
 - The Boarding House Manager is to ensure that any rubbish left around the site is properly disposed of.
- d. Attending to any resident complaints
 - If residents, either within the development or from surrounding residents, have complaints of enquiries, the boarding house manager will listen to and address those. If required, the boarding house manager will liaise between residents and the owner of the property.
- e. Preparation of rooms for new residents
 - When a room becomes vacant, the Boarding House Manager is to clean that room and ensure that the fixtures, fittings and furniture are in good order and if otherwise, replace or repair items as required.
- f. General maintenance
 - If minor repairs or replacement of items is required, such as replacing light bulbs in common areas and the like, the Boarding House Manager is to attend to these. A small toolkit and general maintenance supplies will be provided and are to be kept in the Manager's room.
5. With the exception of an initial security deposit (see below for details) the Boarding House Manager is not required to accept payments from residents. Rental payments are to be organised through electronic means and paid directly to the nominated account of the owner/operator of the Boarding House.
6. The Boarding House Manager must not discriminate against residents on grounds of their race, religious beliefs, ethnicity, gender, sexual orientation or age. The Boarding House Manager must treat residents in a respectful manner and must not under any circumstances, use physical violence other than in self-defence or defence of another person if required.
7. The Boarding House Manager must not use illegal drugs or engage in any illegal

activity. The Boarding House Manager must not consume an excess of alcohol, such as to prevent them from meeting their responsibilities.

PART 3 – Administration:

1. Any person who is to occupy a room in the Boarding House is to sign an Occupancy Agreement. The Occupancy Agreement that will be used on site is based on the Standard Occupancy Agreement for General Boarding Houses under the NSW *Boarding Houses Act 2012* (refer to Attachment A). The owner/operator of the Boarding House, or their delegate (such as the Boarding House Manager) is also required to sign the Agreement.
2. Prior to entering into an Occupancy Agreement, the Boarding House Manager, is to provide the prospective boarder/s with a copy of the Occupancy Principles within Schedule 1 of the *Boarding Houses Act 2012* (N.B. this is provided at Annexure 1 of the Standard Occupancy Agreement at Attachment A).
3. The Boarding House Manager, is to provide a copy of this Operational Plan of Management to all new residents at the time that they sign an Occupancy Agreement. The Boarding House Manager is to advise the new resident/s that they must read and understand the resident obligations that are set out in the Operational Plan of Management. The new resident/s must sign a statement to the effect that they understand and will abide by those resident obligations.
4. Prior to entering into an Occupancy Agreement, prospective residents are to be advised that they may potentially be evicted if they breach the resident obligations.
5. Prior to entering into an Occupancy Agreement, all prospective residents are to provide photographic identification ("ID") (typically a driver's license or a passport) to confirm their identity. The Boarding House Manager is to enter the particulars of the ID (for example, the driver's license number) in the Boarding House Accommodation Register (Attachment B).
6. Prior to entering into an Occupancy Agreement, the Boarding House Manager is to confirm with a prospective resident that they are obligated to reside within the boarding room for a period of no less than three months.
7. Prior to entering into an Occupancy Agreement, the Boarding House Manager is to advise prospective residents of the fees, including any applicable utility charges, prior to entering into any occupancy agreements.
8. Upon entering into an Occupancy Agreement, the Boarding House Manager is to accept a security deposit, amounting to two weeks of the occupancy fees and is to provide a receipt for that amount to the new resident/s.
9. Upon execution of an Occupancy Agreement, the Boarding House Manager is to enter the details of the new resident/s into the Boarding House Accommodation Register (Attachment B), is to provide the resident/s with a copy of the signed Occupancy Agreement and is also to keep a copy of the signed Occupancy Agreement in a secure location.

10. Upon a resident ceasing to occupy a boarding room, the security deposit, less any deductions authorised by the *Boarding Houses Act 2012*, is to be paid to the resident within 14 days of the date upon which the resident ceases to occupy the boarding room.

PART 4 – Signage:

The following signage must be conspicuously installed and maintained at the premises:

- 1 The name and 24 hour contact number of the Boarding House Manager must be displayed in the common area of the premises.
- 2 The House Rules shall be displayed in the common area of the premises.
- 3 The minimum length of stay of any guest shall be displayed in public view outside the premises.
- 4 A schedule showing the numerical designation of each boarding room and the maximum number of persons permitted to be accommodated in each room must be displayed in the reception area.

PART 5 - Noise Management Measures:

- 1 The use of the outdoor communal area should be limited to a maximum of 20 people at any one time.
- 2 Access to the outdoor communal area/s is not permitted between 10pm and 7am.
- 3 Amplified and/or canned music is not be played in the outdoor communal areas.
- 4 When noisy activities are occurring in the indoor communal area (living room), doors and windows must be closed. The volume of the television or any noise generating device must be kept within reasonable levels.

PART 6 - Off Street Parking:

One allocated parking space is provided for the on-site manager, one allocated accessible space for persons with a disability or mobility limitation, and the remaining parking spaces are provided for residents and visitors on a first-come, first-served basis (with vehicles not permitted to remain without being moved for a period of longer than 48 hours).

PART 7 - General Cleanliness, Hygiene and Waste Management:

1. The premises are to be maintained in a safe and healthy condition at all times.
2. It is the responsibility of boarders/lodgers to sort garbage and place it in the appropriate receptacles.
3. The manager is to be responsible for all regular garbage, recycling, and green waste collection services, household clean-up collections and ensuring goods for collection are managed in accordance with Council's requirements and the approved waste management plans. This includes making sure that the waste containers are placed at the nominated kerbside collection point and removed back onto the property by 7pm on the day of service in line with Council's collection schedule.
4. The manager will ensure bins and waste storage areas are regularly cleaned. Receptacles for the disposal of special waste such as "sharps" and /or sanitary napkins are to be serviced and readily cleaned on a regular basis.

5. No bins are to be placed at the collection points outside scheduled collection time.
6. The building manager will regularly communicate through notices to tenants and residents regarding Council's waste management services and collection system.
7. Bulky waste is to be stored onsite and only presented to the kerb on designated bulky waste collection times as notified by Council.
8. Illegal dumping is strictly prohibited and subject to enforcement proceedings and will be promptly removed and disposed of at the owner / resident's expense.

PART 8 - Security:

- 1 Residents must make sure their guests are aware of, and abide by the House rules.
- 2 The owner/operator and/or the Boarding House Manager must not enter residents' rooms other than as allowed under the Act.
- 3 Security cameras are permitted to be installed in the common areas.
- 4 All residents are to be provided with a security key / swipe card (or similar) upon arrival. The security key / swipe card must provide 24 hours access into the premises, to each respective level and entry to individual residents' rooms.

PART 9 - Door locks and keys:

- 1 Residents must not tamper with (or change) any locks on the premises, or make copies of or obtain additional security keys / swipe cards without the permission of the Boarding House Manager.

PART 10 - Room Capacities:

1. THE CAPACITY OF EACH SINGLE ROOM IS ONE PERSON AND THE CAPACITY OF EACH DOUBLE ROOM IS TWO PERSONS.

2. THE MAXIMUM CAPACITY OF THE BOARDING HOUSES ON LOTS 1 AND 2 (INCLUSIVE OF EACH MANAGER) IS 12 LODGERS AT ANY ONE TIME AND 9 LODGERS ON LOT 3. IT IS EACH MANAGER'S RESPONSIBILITY TO ENSURE THESE NUMBERS ARE NOT EXCEEDED.

- 1 In the instance of an emergency evacuation, the Boarding House Manager shall direct residents to emergency exits and the emergency assembly point.
- 2 Smoke Detectors are to be installed in every boarding room, the Boarding House Managers' room and all internal common areas.
- 3 In the event of a fire, the fire alarm will sound. It is the duty of the Boarding House Manager to check all rooms and ensure all people leave their rooms. An assembly point will be designated.
- 4 An emergency evacuation plan prepared by a competent person shall be prepared and that emergency evacuation plan shall be displayed in each boarding room and in the foyer.

- 5 All material installed in the fit out and furnishing of the rooms shall be of a type that resists the spread of fire and limits the generation of smoke.
- 6 An Annual Fire Safety Statement is to be submitted to Council and the Commissioner of the NSW Fire Brigade. A copy of the Annual Fire Safety Statement is to be displayed in the Foyer. The premises shall at all times comply with the fire safety provisions of the *NSW Environmental Planning and Assessment Regulation 2000*.
- 7 A list of emergency telephone numbers (plumbers, electricians, police, fire, ambulance) is to be provided within each boarding room.
- 8 Annual certification of fire safety equipment is to be carried out by the operator of the boarding house.
- 9 All doors to the boarding rooms and the external doors to the boarding house shall be lockable. The doors to the boarding house shall be self-closing and will be locked from the outside but will be openable from within the boarding house without the need for a key. All doors to the boarding rooms shall be self-closing and shall be lockable but shall be openable from the inside without the need for a key.
- 10 Although not mandatory, it would be preferable if the Boarding House Manager, or other staff member on duty at any one time has a First Aid Certificate.

PART 12 - Review of Plan of Management, Noise Management Procedures or House Rules:

Any change to this Plan of Management will be subject to the separate approval of Penrith Council.

Section II: MONITORING/COMPLAINTS

To ensure that all complaints are appropriately recorded and acted upon, a Complaint Monitoring System has been established as part of this Plan.

A copy of the Operational Plan of Management is to be made available for inspection by any person who makes a request to the Boarding House Manager to view the document.

In the case where a lodger/resident or land owner/occupier adjacent to the premises believes that they have cause to make a complaint, it may be made to the Boarding House Manager by one of the following means:

- Telephone
- Mobile Phone
- Email
- Facsimile
- Mail

The Boarding House Manager is to take all necessary and timely action to rectify the matter and is to notify the complainant of the action taken to rectify the problem.

To assist in the investigation of the potential problem, it is suggested the following information be provided to the Manager of the operation:

- Exact nature and details of the incident;
- Date and time of the incident; and
- The full name and address of the complainant.

The details are to be recorded once a complaint has been actioned and a record kept on site and made available on request to demonstrate compliance in what is labelled as the "Complaints Register".

A pro forma providing an example of the information required to be kept is provided at Attachment C.

The Complaints Register is to be tabled at any internal Management meetings, or when any further action is required to be initiated and/or responsibilities allocated.

In receiving a complaint from a neighbouring resident/land owner, the Boarding House Manager is to adhere to the following guidelines:

1. When taking a telephone call or a personal visit, ensure that you remain polite and the visitor or enquirer is given every reasonable assistance.

2. If the comment/complaint is about a problem that is actionable immediately, appropriate action is to be taken to alleviate the problem immediately and the details are given to Management.
3. If the problem is not actionable immediately, the resident/landowner is to be contacted and informed of the progress and anticipated timeframe for action of their complaint.
4. Once all actions are completed, the matter is recorded and filed in a central Register the held by the Boarding House Manager.
5. If a message is received on a mobile phone, the resident/landowner's call is to be returned as soon as possible and the recording and follow up procedures as outlined above are to be followed.

Section III: HOUSE RULES

The following house rules apply. The rules consist of behavioural requirements as well as operational issues that need to be managed on site at all times. They are in no particular order of importance.

The House Rules may be amended by the owner/operator and/or the Boarding House Management in order to resolve issues that arise due to operational matters that come from complaints, including general management changes required as part of the everyday running of the premises.

The House Rules are to be displayed in each room and in all common areas and will form part of the tenant's agreement that are signed by all occupants.

The House Rules are as follows:

PART 1 - Resident and guest behaviour:

1. Only the resident/s who have signed an Occupancy Agreement shall occupy a Boarding House room.
2. All visitors of residents are to leave the premises by 10pm nightly.
3. Residents and their guests must not interfere with the reasonable peace, comfort and privacy of other residents. After 10pm every night, expectations of reduced noise levels are heightened. Accordingly, music, television and the like is to be lowered in volume so that it is not audible from outside the room. If a neighbouring resident/s complains that the noise is audible from their rooms, the noise generating activity is to be ceased.
4. The possession of and/or use of illegal drugs on the premises is prohibited. The possession and/or usage of illegal drugs will lead to eviction and police reporting and prosecution.
5. Residents must act in a responsible and considerate manner at all time. The consumption of alcohol in common areas is not permitted. Drunken behaviour may result in eviction.
6. Smoking is not permitted inside the rooms or in any communal recreation or common areas and any open space of the building.
7. No parties are permitted on the premises.
8. Residents are not to congregate in the car parking area or on the street.
9. All activities within the building including music are to be confined so it does not

exceed 3dB above the background level between the hours of 10pm to 7am.

10. Anti-social behaviour is unacceptable. This includes threatening or demeaning any person within the building. Residents may not make comments to one another that are of a derogatory nature, on the basis of the other person's appearance, race, gender, sexual orientation, religion or ethnicity. Damage to any property, graffiti, theft of any property, physical or sexual harassment, or loud and rowdy noise can result in eviction and police intervention.
11. Residents are not permitted to walk around the premises in any state of undress and are to be respectful of other cultures.
12. Residents are to contain their general rubbish within a liner within the bins provided. When full or as required, the liners are to be tied and disposed of in the communal waste receptacles. Residents are to contain recycling, including recyclable containers and clean paper, within the communal recycling receptacles provided. For reasons of hygiene, containers should be lightly washed before disposal, as no liners may be used.

PART 2 - Maintenance of rooms:

1. Residents must maintain their rooms in a way that does not interfere with the reasonable comfort of other residents, and in a way that does not create a fire or health hazard. Residents must not intentionally or recklessly damage, destroy or remove any part of their rooms or facility/fixture in their rooms.
2. Residents are to keep their rooms' clean and tidy at all times. Kitchenettes and bathrooms are to be kept in a hygienic condition and floors are to be vacuumed regularly (a minimum of once per fortnight) to avoid an excessive accumulation of dust.
3. Burning of candles/incense is not permitted.
4. Heating & cooling-electric bar heaters, radiators and fan heaters are not permitted.
5. In the event any resident or their visitors causes wilful damage to any area, texture, fitting or furniture in the premises, the cost of repair or replacement will be met by that person, including any damage created in common areas.
6. Residents are responsible for the security of their money and other valuables all times and the owner/operator and/or Boarding House Manager will not be responsible for any theft of personal property, or for any loss suffered by any resident or visitor.

PART 3 - Common areas:

1. Common areas are to be available to be shared by all residents and their guests at all times. Residents are to ensure that they and their guests leave common areas neat, clean and tidy after using them.
2. Residents are not to store personal items/goods in common areas of the site and must ensure that common areas are maintained in a cleanly state.
3. Access to communal recreation areas will be restricted from 10pm to 7am to reduce the potential for noise impact to other guests.
4. Any damages or required repairs to common areas must be promptly reported to the Boarding House Manager.

PART 4 - Animals:

1. No animals or pets are allowed anywhere within the premises.



Attachment A: Standard Occupancy Agreement

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	Suggested Notice Period <i>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>
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:

- a) 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;
- b) any occupancy fee or other charges owing and payable under this Agreement or the Boarding Houses Act 2012;
- c) 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
- d) 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</i> <i>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</i> <i>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 B: Accommodation Register



Attachment C: Complaints Register

Complaints Register

Date:

Time:

Register Form No.:

Nature of Complaint:

Name, Address and contact number of person / Police / Council reporting complaint:

Name of staff on Duty:

Action Taken:

Outcome / Further Actions: