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# Operational Plan of Management Boarding House

No. 6 Edith Street, Kingswood

19 February, 2020 / Amended 15 June 2020



LAND AND ENVIRONMENT COURT OF NSW  
 FILED ON 3 AUG 2020  
 This and the following 20 pages is  
 the annexure marked " K " referred to in the  
 Affidavit of Anthony Boskovitz  
 sworn / affirmed at Edgecliff this 31st day of July 2020  
 before me [Redacted Signature]  
 Solicitor / Katherine Boskovitz TIFFANY STOLIAR



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## 1. The Premises

This Plan of Management has been prepared for the '*Proprietor*' of the boarding house development at No. 6 Edith Street, Kingswood. This development provides twelve (12) self-contained boarding rooms inclusive of one (1) communal indoor room and designated common outdoor space. Parking on site is provided within a basement capable of accommodating six (6) vehicles and three (3) motorcycles. Space has been allocated on the ground floor for three (3) bicycle spaces.

The Leasing Agent and on-site Boarding House Manager will work together to implement and comply with the requirements of the Plan of Management, as well as all conditions of development consent that may be issued for the boarding house by Penrith City Council.

## 2. The Objectives of the Operational Plan of Management

- a) *To ensure the efficient and effective management of the premises.*
- b) *To ensure the 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.*

To achieve this, the following matters have been considered:

- General site management
- Amenity of occupants
- Amenity of adjoining neighbours
- House rules
- Fire safety of the property including Emergency Management and Evacuation
- Occupational Health and Safety
- Internal and external cleanliness and appearance, including communal areas and individual units
- Complaints register
- Cleanliness of the property and surrounding precinct

## 3. Operational Matters

### General Parameters for the Boarding House:

1. The premises 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 premises is not to offer any alternative type of accommodation or be used for any purpose other than as a registrable boarding house.
3. The boarding house will be governed by the criteria specified in Schedule 2 (Standards for Places of Shared Accommodation) of the Local Government (General) Regulation, 2005 under the Local Government Act 1993, the Public Health Act 1991, Boarding Houses Act 2012 and Boarding Houses Regulation.

## **Leasing Agent and Boarding House Manager:**

1. The Leasing Agent and Boarding House manager are to achieve the objectives set out in the Introduction of this Operational Plan of Management.

2. 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 will liaise with the Leasing Agent 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 will instruct the Leasing Agent to issue the resident/s with a Notice of Intent to Evict. A standard wording for the Notice is to be provided. 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 Leasing Agent and/or Boarding House manager may engage a security firm to implement the eviction.

c. Cleaning of common areas:

- The Boarding House manager or nominated external contractor must ensure that all common areas are kept in a clean and tidy state.

- The common area is to be maintained by the Boarding House manager and is to be cleaned to a professional standard. A third party contractor may be engaged to undertake these cleaning duties on behalf of the Boarding House manager.

- That wastes are properly contained within the bins within the waste area. Bins are to be taken to the street for collection as required by the Boarding House manager. A third party contractor may be engaged to undertake these duties on behalf of the Boarding House manager.

- That any rubbish left around the site is properly disposed of. Appropriate signage will be installed around the premises to this effect.

On occasion, the Boarding House manager will outsource general cleaning/maintenance to third party contractors such as cleaners, gardeners etc.

d. Attending to any resident complaints:

- If residents, either within the development or from surrounding residents, have complaints or enquiries, the Leasing Agent or Boarding House manager will listen to and address those. If required, the Leasing Agent or Boarding House manager will liaise between boarders and surrounding residents.

e. Preparation of rooms for new residents:



- When a room becomes vacant, the Leasing Agent or Boarding House manager are to ensure that the room is cleaned and ensure that the fixtures and fittings 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 communal facilities room.

3. With the exception of an initial security deposit (see below for details), the Leasing Agent is not required to accept payments from residents. Rental payments are to be organised through electronic means and paid directly to the nominated account provided by the Leasing Agent.
4. The Leasing Agent must not discriminate against residents on grounds of their race, religious beliefs, ethnicity, gender, sexual orientation or age.
5. The Boarding House manager must not use illegal drugs or engage in any illegal activity.
6. The Boarding House manager is required to be a minimum age of eighteen (18) years.
7. The Boarding House manager is to ensure that the maximum room occupancy rates as outlined in Table 1 below are adhered to at all time.

Room Number	Type	Maximum No of Boarders
RM 001	Double (Adaptable)	2
RM 002	Single (Adaptable)	1
RM 003	Single	1
RM 004	Single (Manager)	1
RM 005	Single	1
RM 006	Single	1
RM 007	Double	2
RM 008	Single	1
RM 009	Single	1
RM 010	Double	2
RM 011	Double	2
RM 012	Double	2

#### 4. Administration

1. Any person who is to occupy a room in the boarding house is to sign either a Residential Tenancy or Occupancy Agreement. In terms of the Occupancy Agreement, this is based on the Standard Occupancy Agreement for General Boarding Houses under the NSW *Boarding Houses Act 2012* (refer to Attachment A). The Leasing Agent, or their delegate, is also required to sign the Agreement. **Note: Residents of the boarding house have the option of entering into either a Residential Tenancy Agreement or an Occupancy Agreement.**
2. Prior to entering into an Agreement, the Leasing Agent 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 Leasing Agent or Boarding House manager is to provide a copy of the House Rules to all new residents at the time that they sign the entered Agreement. The Leasing Agent or Boarding House manager is to advise the new resident/s that they must read and understand and abide by the resident obligations that are set out in the House Rules. 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 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 Agreement, all prospective residents are to provide photographic identification ("ID") (typically a driver's license or a passport) to confirm their identity. The Leasing Agent is to enter the particulars of the ID (for example, the driver's license number or Passport number) in the Boarding House Accommodation Register (**Attachment B**).
6. Prior to entering into an Agreement, all prospective residents are to provide the Leasing Agent with next of kin details for emergency purposes. Next of kin details are to be kept by the Leasing Agent for the entire duration of the lodgers stay.
7. Prior to entering into an Agreement, the Leasing Agent 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 (3) months. Six (6) and twelve (12) month terms will be available.
8. Prior to entering into an Agreement, the Leasing Agent is to advise prospective residents of the fees.
9. Upon execution of an Agreement, the Leasing Agent is to enter the details of the new resident/s into the Boarding House Register (**Attachment B**), is to provide the resident/s with a copy of the signed Agreement and is also to keep a copy of the signed 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 fourteen (14) days of the date upon which the resident ceases to occupy the boarding room.

### **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 externally at the front of the premises, within common areas and internally in every room.
2. 'No Smoking' or 'Smoke Free Premises' signage is to be displayed in all common areas of the premises.
3. The House Rules shall be displayed in the common area of the premises.
4. The minimum length of stay of any guest shall be displayed in public view outside the premises.
5. 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 near vicinity of the lift and stairwell at ground floor level.
6. Emergency contact numbers.
7. A copy of the annual fire safety statement.



8. Information on local social services.

### **Noise/Light Management Measures:**

1. Access to the indoor and outdoor communal areas is only permitted between the hours of 7:00am and 10:00pm.
2. Amplified music is only permitted between the hours of 8am and 8pm.
3. External building lights will be provided in accordance with the requirements of the BCA.

### **Off Street Parking:**

1. Vehicles, motorcycles and bicycles are to be parked in the allocated areas. These spaces will be allocated by the Leasing Agent and monitored by the Boarding House manager.
2. Lodgers may only use the accessible parking space if there are no Lodgers residing in the accessible rooms in the property that have a requirement for the use of the accessible parking space.

If an accessible room is being used by a person who does not require same and a person who requires an accessible room make an application to use same then the Boarding House manager must do either of the following:

- a. move the lodger out of the accessible room as soon as practically possible to make it available to a lodger who needs an accessible room; or
  - b. if no other rooms are available for the existing lodger, give them notice of at least 2 weeks but not more than 4 weeks to depart the room.
3. An additional boarding fee will be incurred if a car parking space is being sought.
  4. If a lodger or lodgers are found to have not complied with this house rule on more than one occasion, the Leasing Agent will require them to leave the property.
  5. Car parking spaces made available within the development will not be sub-let to non-building residents.
  6. The building's occupants will not be entitled to participate in Council's Resident Parking Scheme.

### **General Cleanliness, Hygiene, Waste, Vegetation and Pest Management:**

1. The Boarding House manager is to regularly inspect the premises and organise for cleaning of the common areas. All garbage receptacles in common areas are to be emptied daily. The Boarding House manager or delegated third party will be responsible for the transfer of bins from the designated waste room to the street on collection day and their subsequent return directly after.
2. Pest control inspections are to be carried out on a yearly basis as a minimum.
3. The waste and recycling bin storage area shall be kept in a clean and tidy manner. This area shall be thoroughly cleaned by the Boarding House manager or third party delegate on a weekly basis.



4. A minimum bi-weekly collection of waste and recycling is to be carried out by the nominated waste contractor. Specialised waste removal contractors will be employed for the removal of sensitive wastes including but not limited to sanitary napkins and sharps.
5. A 'No Smoking' Policy inside all boarding rooms and the communal room will be applied on the premises.
6. All boarding rooms accommodate laundry and drying facilities. Residents will be responsible for the cleaning of personal items and clothing.
7. Lodgers are to ensure that common areas are maintained in a clean state after their use.
8. A third party delegate will be engaged for the ongoing services related to gardening and pruning of site vegetation. This delegate will be required to undertake works on a monthly basis.
9. It is the responsibility of all boarders, guests and or third party delegates responsible for the upkeep of the premises to ensure that the Boarding House manager is immediately made aware of any identified vermin or pests.
10. A third party delegate will be engaged for services related to the ongoing external building clean (quarterly) and graffiti removal (as required).

### **Security:**

1. Residents must make sure that their guests are aware of, and abide by, the House Rules.
2. 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. This information will be stored on a central database, held for fourteen (14) days. This information will be immediately provided to NSW Police upon request.
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 and entry to individual residents' rooms.

### **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.

### **Room Furnishings**

Rooms will be furnished with the following items:

- i Data point
- ii Mirror.
- iii Waste container.
- iv Blinds or curtains on each window for privacy.
- v Bed



**Kitchenette facilities will include:**

- i A sink with running hot and cold water.
- ii Overhead cupboards and below bench cupboards.
- iii Bench top space.
- iv Cooktop

**Bathrooms will include:**

- i Shower with running hot and cold running water.
- ii Washbasin with hot and cold running water.
- iii Mirror.
- iv Toilet.

**Common room facilities will include:**

- i Couch/s and coffee table.
- ii TV
- iii Table, chairs and BBQ
- iv Clothes drying lines

**Building Services and Fire Safety Procedures:**

- 1 In the instance of an emergency evacuation, residents shall be directed to emergency exits and the emergency assembly point.
- 2 Smoke Detectors are to be installed in every boarding room, the communal room and all internal common areas.
- 3 In the event of a fire, the fire alarm will sound. An assembly point will be designated for residents.
- 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 common area.
- 5 All material installed in the fit-out 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 common area. 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 (police, fire and ambulance) is to be provided within each boarding room.
- 8 Annual certification of fire safety equipment is to be carried out by a suitably qualified person/persons employed by the owner/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 lockable, but openable from the inside without the need for a key.

## **Review of Plan of Management, Noise Management Procedures or House Rules:**

If in circumstances where experience shows that it is reasonable or desirable to modify any provision of this Plan for the better management of the premises, submission of a formal amendment to the DA approval will be submitted with Penrith City Council.

## **5. 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 that the following information be provided to the Boarding House manager:

- 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 neighboring resident/land owner, the Leasing Agent or 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.



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 on their complaint.
4. Once all actions are completed, the matter is recorded and filed in a Central Register held by the Leasing Agent or 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.
6. The NSW Police are to be made aware of any complaints of a criminal nature.
7. Upon the granting of consent, arrangements will be made with Penrith City Council for routine inspections (yearly) to be carried out in accord with the provisions of the Boarding House Act 2012.

## **6. 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 Boarding House manager 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 is signed by all occupants.

The House Rules are as follows:

### **Part 1 - Resident and Guest Behaviour:**

1. Only the residents who have signed an Agreement shall occupy a boarding house room. Guests are welcome to visit; however, they are not invited to occupy the premises overnight. Any guest visitation needs to receive prior approval from the Leasing Agent or Boarding House manager.
2. All visitors of residents are to leave the premises by 10pm nightly and while attending the premises, must strictly adhere to the House Rules. Visitors are not permitted to make use of any available parking, motorcycle and or bicycle spaces as these are allocated for the sole use by the boarders.
3. Residents and their guests must not interfere with the reasonable peace, comfort and privacy of other residents. From 10pm, 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 times. The consumption of alcohol in common areas is not permitted. Drunken behaviour may result in eviction.



6. The premises is Smoke-free and as such, 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. All activities within the building (including music) are to be confined such that maintained at levels considered appropriate for a residential setting. Amplified music within the premises is only permitted between the hours of 8am and 8pm.
9. 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.
10. Residents are not permitted to walk around the premises in any state of undress and are to be respectful of other cultures.
11. 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.
12. Lodgers may only use the accessible parking space if there are no Lodgers residing in the accessible rooms in the Property that have a requirement for the use of the accessible parking space. If a lodger or lodgers are found to have not complied with this house rule on more than one occasion, the Owner will require them to leave the property.
13. Residents will not be entitled to participate in Council's Resident Parking Scheme

## **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 any 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 to avoid an excessive accumulation of dust.
3. Burning of candles/incense is not permitted.
4. In the event that any resident or their visitors causes willful damage to any area, fixture, 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.
5. Residents are responsible for the security of their money and other valuables all times and the 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 clean state.
3. Any damages or required repairs to common areas must be promptly reported to the Boarding House manager.
4. Access to the indoor and outdoor communal areas is only permitted between the hours of 7:00am and 10:00pm.

### **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	<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 (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:

- 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 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.

**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**

<b>Accommodation Register</b>							
<b>Name</b>	<b>ID Check (i.e. Driver's License No. or Passport No.)</b>	<b>Next of Kin Details</b>	<b>Room No.</b>	<b>Date In</b>	<b>Date Out</b>	<b>Total Days</b>	<b>Staff Signature</b>



